



Master Services Agreement

OCA Contract No. 212210180

Between

Texas Office of Court Administration

and

Contractor

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MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered by and between the Texas Office of Court Administration (“**OCA**”), on behalf of the State of Texas, with its principal place of business at 205 W. 14th St., Suite 600, Austin, Texas 78701, and Tyler Technologies, Inc. (“**Contractor**”), a Delaware corporation, with its principal place of business at 5101 Tennyson Parkway, Plano, Texas 75024, effective as of the full execution of this Agreement by OCA and Contractor (the “**Effective Date**”).

WHEREAS, in response to the Governor’s School Safety Action Plan, the 86th Texas Legislature appropriated funds to the Office of Court Administration to contract with a third party to establish a uniform case management system for use by counties, focusing primarily on counties with a population of 20,000 or less;

WHEREAS, OCA seeks to procure a uniform case management system that will assist district and county clerks with timely and uniform data collection (“**UCMS**”);

WHEREAS, the UCMS will provide accurate and uniform data to governmental agencies furthering the goals of the Governor’s School Safety Action Plan;

WHEREAS, in accordance with the Laws of the State, OCA issued the “Request for Offer” on the Texas Comptroller of Public Accounts’ Electronic State Business Daily website, Request for Offer No. 212-21-0180 “Request for Offer for a Statewide Uniform Case Management System” (the “**RFO**”);

WHEREAS, after evaluation of the responses to the RFO (each a “**Response**”), OCA determined, and Contractor demonstrated, Contractor is capable of providing and completing the Services in a successful, on-time manner, within budget, and in the manner documented in this Agreement, as further described within the Statement of Work; and

WHEREAS, OCA seeks to procure from Contractor, and Contractor agrees to provide to OCA, on the terms and conditions of this Agreement, the Services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OCA and Contractor (collectively, the “**Parties**” and each, a “**Party**”) hereby agree as follows:

1. INTRODUCTION

1.1 Provision, Performance and Management by Contractor.

OCA desires that certain Services be provided, performed and managed by Contractor as described in this Agreement. Contractor has carefully reviewed the terms of this Agreement and desires to provide, perform and manage such Services for OCA in accordance with the terms herein.

1.2 Contractor's Experience and Qualifications.

Contractor represents and warrants that it is an established provider of the Services as awarded under the RFO and has the skills, qualifications, expertise, financial resources and experience necessary to provide the Services described in this Agreement in accordance with the terms herein.

1.3 Definitions.

Capitalized terms used in this Agreement shall have the meanings set forth in **Exhibit 1**, unless otherwise defined in the context of the provision. Words having well-known technical or trade meanings but not otherwise defined in this Agreement shall be accorded such meaning unless expressly defined otherwise herein.

1.4 Other Terms.

- (a) **Construction.** The terms defined in this Agreement shall, where appropriate in the context so written, be deemed to apply to the plural as well as the singular of such terms. Unless otherwise expressly stated, the words "**herein**," "**hereof**," and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection, Exhibit, Attachment, or other subdivision. Article, Section, Subsection, Exhibit and Attachment references refer to the articles, sections and subsections of, and exhibits and attachments to, this Agreement. The words "**include**" and "**including**" shall not be construed as terms of limitation. Unless otherwise modified, the words "**day**," "**month**," and "**year**" mean, respectively, calendar day, calendar month and calendar year. The words "**notice**" and "**notification**" and their derivatives mean notice or notification in writing. All references to this Agreement shall include the Exhibits, Statement of Work, and any other Attachments to this Agreement unless otherwise provided.
- (b) **Requirement of Writing.** To the extent that Contractor is required under this Agreement to obtain OCA's approval, consent, or agreement, such approval, consent, or agreement shall be in writing and must be signed by, or directly transmitted by electronic mail from, OCA Information Resources Manager, or its designee. Except as expressly set forth herein, OCA's failure to respond to a requested approval, consent, or agreement shall be construed as OCA's rejection of same.

1.5 Compliance with Procurement Laws.

This Agreement is the result of compliance with applicable procurement Laws of the State. OCA issued the RFO for the Services. Contractor provided the Response and after an evaluation and a determination by OCA that Contractor was invited into negotiations, OCA and Contractor engaged in extensive

negotiations, discussions and due diligence that culminated in the formation of the contractual relationship described in this Agreement. OCA shall post a notice of award for an agreement arising from the RFO on the Electronic State Business Daily website (<http://www.txsmartbuy.com/esbd>).

2. ORDER OF PRECEDENCE

Unless otherwise expressly stated in the Statement of Work, in the event of a conflict between or among the various documents comprising this Agreement, the following order of precedence shall control:

- (a) **Article 1** through **Article 20** of this Agreement;
- (b) **Exhibit 1 (Definitions)**;
- (c) **Exhibit 2 (Statement of Work)**;
- (d) **Exhibit 3 (Service Level Agreement)**; and
- (e) **Exhibit 4 (Pricing and Fee Schedule)**.

3. TERM

3.1 Term.

- (a) **Initial Term.** The term of this Agreement shall commence as of 12:00:00 a.m., Central Standard Time, on the Effective Date and continue until 11:59:59 p.m., Central Standard Time, August 31, 2026, unless this Agreement is terminated earlier as provided herein, in which case the term of this Agreement shall end at 11:59:59 p.m., Central Standard Time, on the effective date of such termination (the “**Initial Term**”).
- (b) **Extension.** OCA may, upon Contractor’s written consent, at any time prior to the expiration of the Initial Term, extend the Initial Term (in one or more extension periods) for up to two additional terms of two years (each such an extension period, a “**Renewal Term**”). The Initial Term and any Renewal Term shall constitute the “**Term**”.

4. SERVICES

4.1 Services.

Contractor will provide Services to OCA in accordance with the Statement of Work and perform the Services in accordance with the Service Level Agreement.

4.2 Termination Assistance Services.

Within five (5) Business Days following notice of termination by Customer and within five (5) Business Days following termination or expiration of this Agreement for such Customer, Contractor shall at no additional cost deliver to such Customer and OCA all Customer Data and information used by such Customer, excluding Contractor Owned Materials, in provision of Services in a format reasonably requested or if no request is made as to format, then Contractor shall provide Customer and OCA each with a hard drive containing Customer Data in a format that is easily readable and understandable, all within best industry standard practices.

4.3 New Services.

If a Customer requests that Contractor perform any New Services that are reasonably related to the Services or other services generally provided by Contractor, Contractor and Customer shall enter into a negotiation and prepare a separate transaction agreement mutually acceptable reflecting New Services. Each transaction agreement subject to the terms and conditions of this Agreement will refer to this Agreement and any applicable Statement of Work or Service Level. To the extent that such transaction agreement creates a conflict or ambiguity with the terms of this Agreement regarding the Services described hereunder, then this Agreement shall control. Nothing herein prevents a Customer and the Contractor to enter into a separate stand-alone transaction agreement that is not governed by this Agreement.

4.4 Training.

Contractor shall train and provide transfer of knowledge reasonably necessary for Customer to proficiently use the Services as set forth in the Statement of Work.

5. PERFORMANCE STANDARDS

5.1 Pre-Paid Reimbursements.

To the extent that OCA remits payment to Contractor for Services to be provided and Contractor does not deliver such Services in accordance with this Agreement or Statement of Work then except as expressly set forth in the Statement of Work, Contractor shall reimburse OCA for such portion of pre-paid amounts in proportion to the percentage of Services not delivered.

5.2 Service Level Reimbursement.

Contractor shall perform the Services in accordance with the Service Level Agreement. If Contractor fails to meet any Service Level requirements as set forth in the Service Level Agreement, Contractor shall pay or reimburse OCA the Service Level Reimbursements as set forth in the Service Level Agreement.

6. CONTRACTOR PERSONNEL

6.1 Contractor Personnel Are Not State or OCA Employees.

The Parties intend to create an independent contractor relationship and nothing in this Agreement shall operate and be construed as making the State and OCA, on the one hand, and Contractor, on the other hand, partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate of, or contractor or subcontractor retained by Contractor to perform Services hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the State or OCA for any purpose. Contractor, and not the State or OCA, has the right, power, authority and duty to supervise and direct the activities of the Contractor Personnel and to compensate such Contractor Personnel for any Services performed by them hereunder. Except as expressly provided in this Agreement, neither Contractor nor any of Contractor's employees, agents or Subcontractors may act in any sense as agents or representatives of OCA or the State.

6.2 Responsibility for Contractor Personnel.

- (a) Contractor Personnel and Subcontractors shall be paid exclusively by Contractor for all Services performed. Contractor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or federal law, including minimum wage, social security, unemployment insurance, State and federal Income Tax and workers' compensation obligations.
- (b) OCA's liability to the Contractor Personnel, if any, shall be governed by Chapter 101, Texas Civil Practice & Remedies Code.
- (c) Contractor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontract (including claims of discrimination against Contractor, its officers, its agents or its Subcontractors) is the sole responsibility of Contractor and is not the responsibility of OCA. Contractor agrees that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Contractor (including claims of discrimination against Contractor, its officers, its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from OCA (including tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).
- (d) Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common-law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard workers' compensation

insurance coverage. Contractor shall comply with all federal and State tax Laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements.

6.3 Qualifications of Contractor Personnel.

(a) Contractor Personnel Verification.

- (i) Contractor shall be responsible for verifying that all Contractor Personnel (A) are authorized to work in any location in which they are assigned to perform Services, (B) meet the criteria for Contractor Personnel under this Agreement, and (C) have not been convicted of or accepted responsibility for a felony or a misdemeanor involving a dishonest or violent act, and are not otherwise disqualified from performing their assigned Services under applicable Laws. Contractor shall maintain, in a reasonably accessible location and format, the documentation reasonably necessary to verify the foregoing, as well as a resume and such other information about the individual as may be reasonably requested by OCA, and shall make such documentation available to OCA or OCA auditors upon request. If OCA requires drug screening of Contractor Personnel, OCA will reimburse Contractor for the costs of conducting such drug screening.
- (ii) Contractor agrees to utilize and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (A) all persons employed to perform duties within Texas during the Term of the Agreement; and (B) all persons, including Subcontractors, assigned by Contractor to perform work pursuant to this Agreement within the United States of America. Contractor shall require its Subcontractors to comply with the requirements of this Section. Nothing herein is intended to exclude compliance by Contractor and its Subcontractors with all other applicable federal immigration statutes and regulations promulgated pursuant thereto.

- (b) **Background and/or Criminal History Investigations.** Prior to the date any Contractor Personnel are assigned to OCA's account, Contractor shall conduct and deliver electronically to OCA, via a secure electronic method, at Contractor's expense, proof that Contractor Personnel passed a background check in accordance with Criminal Justice Information Services requirements ("**CJIS**"). Contractor will exercise reasonable care and diligence to ensure that Contractor does not assign individuals to the Contractor Personnel who are not legally authorized to work in the U.S. or who, based on the results of any background checks, or criminal history

investigations, may present a threat to the safety or security of any person or any Customer Data, facilities, operations, or assets.

6.4 Removal of Contactor Personnel.

Contractor shall immediately remove (or cause to be removed) any Contractor Personnel known to be or reasonably suspected of engaging in activities that may present a threat to the safety or security of any person or Customer Data, facilities, operations, or assets or upon OCA's request to remove such Contractor Personnel. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation.

6.5 Union Agreements.

Contractor shall provide OCA not less than ninety (90) days' notice of the expiration of any collective bargaining agreement with unionized Contractor Personnel if the expiration of such agreement or any resulting labor dispute could potentially interfere with or disrupt or impact the activities or operations of OCA or Contractor's ability to timely perform the Services in accordance with this Agreement.

7. CONTRACTOR RESPONSIBILITIES

7.1 Internal Controls.

- (a) **General.** Contractor shall develop and implement Quality Assurance and to the extent applicable any customized Service-specific internal control (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) processes and procedures, including implementing tools and methodologies, that Contractor believes are reasonably necessary to perform the Services in an accurate and timely manner (and confirm that they are so performed and accounted for) in accordance with (1) the Service Levels and other requirements of this Agreement, and (2) applicable Law. Without limiting the generality of the foregoing, Contractor shall:
- (i) in accordance with the Disaster Recovery Plan requirements set forth in the Statement of Work, maintain a disaster avoidance procedure designed to safeguard Customer Data and OCA's other Confidential Information. The force majeure provision shall not limit Contractor's obligation under this subsection;
 - (ii) implement and maintain throughout the Term a written, comprehensive data security program, which shall ensure that the following fundamental control objectives are met: (A) financial, billing and operational information is valid, timely, complete and accurate;

(B) operations are performed efficiently and achieved effective results, consistent with the requirements of this Agreement; (C) assets and data are safeguarded in accordance with Contractor's internal (and in all events reasonable) practices (but without expanding Contractor's obligations under **Section 14.10**); (D) actions and decisions of Contractor are in compliance with Laws (without limiting the obligation of the Parties under **Section 14.10**) and the terms of this Agreement; (E) Contractor remains in compliance with the Texas Administrative Code, Title 1, Part 10, Chapter 202); and (F) all Customer Data shall reside on Systems within the United States of America at all times and Contractor shall promptly notify OCA if Customer Data resides on Systems outside of the State of Texas.

- (iii) utilize a high-availability fail-over system at a data center facility in the United States that is geographically remote from the primary system on which the Services are hosted (the "**Secondary Fail-Over Facility**"). Except for its location and housing facility, the fail-over system shall (A) be, from the Customer's perspective, identical in all respects to the primary system, (B) have hardware and software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the primary system, (C) have current Customer Data stored on the primary system, and (D) have the ability to provide the Services during the performance of routine and remedial maintenance or any outage or failure of the primary system. Contractor shall operate, monitor and maintain such fail-over system so that it may be activated in accordance with the timeframes set forth within the Statement of Work;
- (iv) conduct contemporaneous backups of Customer Data and perform or cause to be performed other periodic backups of Customer Data and store such backup of Customer Data at the Secondary Fail-Over Facility. On written notice from OCA, Contractor shall provide OCA with a copy of the backed-up Customer Data in an industry-standard machine-readable format. No backup of Customer Data shall be counted in allotting or calculating any data storage actually used or permitted to be used by OCA or any associated payment or fee; and
- (v) in accordance with Texas Administrative Code (TAC) Title 13, Part 1, Chapter 6, Subchapter C, § 6.94(a)(9) and the Statement of Work, provide to OCA the descriptions of its Disaster Recovery Plan. Contractor shall maintain the Disaster Recovery Plan for the Services and implement such Disaster Recovery Plan in the event of any unplanned interruption of the Services. Contractor shall actively test, review, and update the Disaster Recovery Plan at least on an

annual basis using industry best practices, and provide OCA with copies of all reports and summaries resulting from any testing of or pursuant to the Disaster Recovery Plan within ten (10) Business Days after Contractor's receipt or preparation thereof. Contractor shall provide OCA with copies of all such updates to the Disaster Recovery Plan within ten (10) Business Days of its adoption. If Contractor fails to reinstate the Services within the period of time set forth in the Disaster Recovery Plan, OCA may pursue any other remedies available hereunder.

- (b) **Industry Standards, Certifications and Compliance.** Contractor shall comply with CJIS as applicable to its performance under this Agreement.

7.2 Change Control.

- (a) **Prohibition on Unauthorized Changes.** Contractor shall not, without OCA's prior written approval, which shall not be unreasonably withheld, make any change that may (i) increase OCA's total cost of receiving the Services, (ii) require material changes to, or have an adverse impact on, any Customer's operations, facilities, processes, systems, software, utilities, tools, or equipment, (iii) require OCA or any Customer to install, at an additional cost or expense, a new version, release, upgrade of or replacement of Contractor's Software, (iv) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services, or (v) violate any applicable Laws. If Contractor desires to make such a change, it shall provide to OCA a written risk assessment and mitigation plan.
- (b) **Financial Responsibility for Changes.** Unless otherwise set forth in this Agreement or otherwise expressly approved by OCA in writing, Contractor shall bear all charges, fees and costs associated with any change desired by Contractor, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted process or associated Materials, System or Services, and (iii) any increase in the cost to OCA or to Customer of operating, maintaining or supporting any impacted process or associated Materials, System or Services.

7.3 Subcontractors.

- (a) **Use of Subcontractors.** Notwithstanding anything in this Agreement to the contrary, Contractor shall be and remain responsible and liable for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Contractor under this Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor Personnel. Without limiting the foregoing, Contractor warrants and

covenants that in no event shall any provision of this Agreement, or any right or benefit of OCA or Customer provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, Charge or expense, including taxes) as a consequence of the performance of any Services by or through Subcontractors.

- (b) **Historically Underutilized Businesses.** Within ten (10) days of the Effective Date, Contractor shall provide OCA a copy of the notification provided by Contractor to all selected subcontractors identified in Contractor's approved Historically Underutilized Business ("HUB") Subcontracting Plan (HSP) as set forth in **Exhibit 5**. Within thirty (30) days of the Effective Date, Contractor shall meet with the OCA HUB coordinator to discuss Contractor's HSP reporting requirements. During the Term, Contractor shall (i) maintain business records documenting compliance with the HSP, (ii) submit monthly HSP progress reports to the OCA HUB coordinator, and (iii) report the amounts paid to all HUB subcontractors on the Texas Comptroller of Public Accounts' form located at: <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>. In the event the Parties agree to amend the Statement of Work, OCA will reevaluate the Statement of Work to determine the probability of additional subcontracting opportunities. Prior to making any changes to the HSP, Contractor must obtain prior written approval from the OCA HUB coordinator, such approval not to be unreasonably withheld. Proposed changes or subsequent subcontracting must comply with the good faith effort requirements relating to the development and submission of an HSP.

7.4 Technology Evolution.

Contractor will cause the Services to evolve and be modified, enhanced, supplemented and replaced as necessary for the Services to keep current with a level of technology that is (i) compliant with all Laws applicable to Contractor in the performance of the Services; and (ii) in general use and support by any and all third-party software manufacturers used by Contractor to provide Services hereunder. For avoidance of doubt, Contractor shall be responsible for all costs associated with performance obligations contained herein.

8. SAVINGS CLAUSE

Contractor's failure to timely or otherwise perform its responsibilities under this Agreement (including failure to meet the Service Levels) shall be excused if such Contractor non-performance or untimely performance is caused by (i) the wrongful or tortious actions or omissions of OCA, or (ii) the failure of OCA to perform its obligations under this Agreement.

9. AUDITS

- (a) **Rights to Audit Subcontractors.**

Contractor shall obtain audit rights equivalent to those specified in this **Section 9** from all Subcontractors (and in all events shall obtain such audit rights from all Subcontractors as required under the Texas Government Code or other applicable Law), and shall cause such rights to extend to OCA auditors.

- (b) **Contract Records.** Contractor shall maintain complete and accurate contract records of, and supporting documentation for, all Charges, all Customer Data and all transactions, authorizations, changes, implementations, soft document accesses, work papers, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by Contractor in the performance of its obligations under this Agreement (“**Contract Records**”). Contractor shall maintain such Contract Records in accordance with applicable Laws and the terms of this Agreement. Contractor shall retain Contract Records in a reasonably accessible format during the Term and thereafter for a period of seven (7) years after the termination of the Contract or the resolution of all billing questions, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last (the “**Audit Period**”).
- (c) **Cybersecurity Audits.** At least once per Contract Year, Contractor shall conduct an audit of its SaaS Services used in complying with its obligations under this Agreement, in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“**SSAE**”) No. 18, Type 2. Contractor has attained, and will maintain, Type II SSAE compliance, or its equivalent, during the Term of this Agreement. Upon execution of a mutually agreeable Non-Disclosure Agreement (“**NDA**”), Contractor will provide OCA with a summary of the SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which OCA makes a written request, Contractor will provide that same information. Contractor conducts annual penetration testing of either the production network and/or web application to be performed. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor will provide OCA with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to OCA’s database(s) is detected as a result of Contractor’s security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at OCA’s written request. OCA may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to Contractor’s Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor’s network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor’s IT Security Officer.

(d) **Financial Audits.**

During the Audit Period and upon reasonable prior notice (of not less than five business days), Contractor shall provide to OCA auditors access to its personnel and Contract Records that are necessary to verify the Charges under this Agreement.

(e) **Audits by Governmental Authorities.**

Notwithstanding any other provision of this Agreement, OCA, Texas Department of Information Services, Texas State Comptroller, and State Auditor's Office may conduct an investigation and perform any audits of Contractor required by applicable Laws. Acceptance of funds under this Agreement constitutes acceptance of the authority of the above-mentioned entities to conduct an audit or investigation in connection with those funds.

10. FEES

10.1 General.

- (a) **Payment of Charges.** In consideration of Contractor's performance of the Services and contingent upon Contractor's implementation of Services for at least one Clerk's Office, OCA shall pay Charges to Contractor in accordance with the Fee Schedule set forth in the Pricing and Financial Provisions contained within **Exhibit 4**.
- (b) **No Additional Charges.** Unless expressly set forth in this Agreement or in the Pricing and Financial Provisions as a responsibility of OCA, there shall be no Charges, fees, expenses or other amounts payable to Contractor for the provision of Services. Any costs incurred by Contractor prior to the Effective Date are included in the Charges and are not to be separately paid or reimbursed by OCA.
- (c) **Incidental Expenses.** Contractor acknowledges that, except as expressly provided otherwise in this Agreement, expenses that Contractor incurs in performing the Services (including management, travel and lodging, document reproduction and shipping, equipment and software, and long-distance telephone) are included in the Charges as set forth in the Pricing and Financial Provisions. Accordingly, such Contractor expenses shall not be separately paid or reimbursed by OCA.
- (d) **Charges for Contract Changes.** Unless otherwise agreed, changes in the Services shall result in changes in the applicable Charges only if and to the extent (i) this Agreement expressly provides for a change in the Charges in such circumstances, (ii) the agreed upon Charges or pricing methodology expressly provides for a price change in such circumstances, or (iii) such

change meets the definition of New Services and additional Charges are applicable in accordance therewith.

- (e) **Efforts to Minimize.** Throughout the Term, Contractor shall continually seek to identify methods of reducing and minimizing OCA's total cost of receiving the Services and shall notify OCA of such methods and the estimated potential savings associated with each such method.

10.2 Pricing Commitment.

- (a) Contractor's Charges to OCA for Services provided under this Agreement shall be at the amounts set forth in **Exhibit 4** (Pricing and Financial Provisions).
- (b) Fees shall comport with the Pricing and Financial Provisions.

10.3 Taxes.

Pursuant to Section 151.309, Texas Tax Code, OCA is exempt from the assessment of State taxes and, pursuant to Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter O, § 3.322(c)(4), is not required to present an exemption certificate with respect to State sales tax. In addition, OCA is exempt from federal taxes pursuant to 26 U.S.C. §§ 4253(i) and (j). Contractor shall not include any taxes in the Charges. Without limiting the generality of the foregoing, Contractor's responsibilities in connection with taxes arising under or in connection with this Agreement include the following obligations:

- (a) **Income Taxes.** Contractor shall be responsible for its own income taxes.
- (b) **Sales, Use and Property Taxes.** Contractor shall be responsible for any sales, lease, use, personal property, real or improved property, stamp, duty or other such taxes on Materials or property it owns or leases or licenses from a third party, including any lease or license assigned pursuant to this Agreement.
- (c) **Taxes on Goods or Services Used by Contractor.** Contractor shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Contractor on any goods or services used or consumed by Contractor in providing the Services where the tax is imposed on Contractor's acquisition or use of such goods or services and the amount of tax is measured by Contractor's costs in acquiring or procuring such goods or services and not by OCA's cost of acquiring such goods or services from Contractor.
- (d) **Service Taxes.** Contractor shall be financially responsible for all Service Taxes. As a result of OCA's exempt status, Contractor shall not charge OCA sales tax on the Services.

- (e) **Tax Filings.** Contractor represents, warrants and covenants that it shall file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in all applicable jurisdictions. At OCA's request, Contractor shall provide OCA with (i) written confirmation that Contractor has filed all required tax forms and returns and has collected and remitted all applicable amounts, and (ii) such other information pertaining to applicable taxes as OCA may reasonably request.

10.4 Proration.

Contractor shall compute periodic Charges under this Agreement on a quarterly basis and shall prorate such Charges for any partial quarter on a daily basis.

11. INVOICING AND PAYMENT

11.1 Invoicing.

- (a) **Invoice for Implementation Services.** Contractor shall invoice OCA for Accepted Deliverables. The invoice shall include (i) OCA's purchase order number, (ii) the vendor identification number, (iii) the name of the Deliverable, (iv) the pricing set forth in **Exhibit 4: Pricing and Financial Provisions** for the Deliverable, and (v) supporting information as OCA may request. Invoices for Implementation Services provided by Subcontractors shall be paid by the Contractor, then invoiced to OCA.
- (b) **Invoice for Production Services.** Following the Commencement Date, Contractor shall invoice OCA for Production Services no sooner than thirty (30) days following the completion of each OCA Fiscal Quarter. Thereafter, Contractor shall present OCA with the invoice for the preceding OCA Fiscal Quarter (the "**Quarterly Invoice**"). Contractor shall not invoice OCA for taxes or any backdated Charges that Contractor failed to invoice to OCA within four (4) invoice cycles following the month in which the Charges were incurred. To the extent that any Charges included in the Quarterly Invoice are disputed by OCA, such dispute shall be resolved in accordance with **Section 11.3**.
- (c) **Form and Data.** Each invoice provided by Contractor to OCA under this Agreement shall be emailed to accountspayable@txcourts.gov, or by hard copy to The Office of Court Administration, ATTN: Accounts Payable, P.O. Box 12066, Austin, Texas 78701-2066, and shall (i) comply with all applicable legal, regulatory and accounting requirements, including Chapter 2251, Texas Government Code, (ii) allow OCA to validate the Charges, and (iii) comply with OCA's accounting and billing requirements, including providing sufficient detail for OCA to allocate costs to all federal and State programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of OCA (if any).

- (d) **Reimbursements.** To the extent a Service Level Reimbursement or other reimbursements or fees may be due to OCA pursuant to this Agreement, OCA shall invoice Contractor with the appropriate amounts then due and owing.
- (e) **Time Limitation.** Unless otherwise requested by Contractor in advance and agreed by OCA in its sole discretion, if Contractor fails to provide an invoice to OCA for any amount within four (4) invoice cycles of the month in which the Services in question are rendered or the expense incurred, Contractor shall waive any right it may otherwise have to invoice for and collect such amount.

11.2 Set Off.

OCA may set off against any and all amounts to be paid or reimbursed by OCA any amount that Contractor is obligated to pay OCA hereunder, provided that OCA notifies Contractor in writing of the amounts of, and the basis for, such set off.

11.3 Disputed Charges.

- (a) **Disputed Amounts.** OCA may withhold any amount of any invoice in dispute as provided in and in accordance with Chapter 2251, Texas Government Code. OCA shall comply with Chapter 2251, Texas Government Code, with respect to timely notice of such disputed amounts.
- (b) **Interest.** For invoice amounts that have been paid by OCA that become the subject of a dispute which is resolved in favor of OCA, in addition to any amounts that Contractor may subsequently reimburse to OCA arising from resolution of such dispute, Contractor shall include interest on the amounts to be reimbursed, accrued monthly at the rate specified by the Texas Comptroller of Public Accounts in accordance with Section 2251.025(b), Texas Government Code, calculated from the ninetieth (90th) day following the date of OCA's dispute.
- (c) **No Waiver.** Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right OCA may otherwise have to dispute any Charge or amount or recover any amount previously paid.
- (d) **Prompt Resolution.** In the event OCA initiates a dispute related to an invoice, Contractor shall promptly (but not more than two (2) Business Days from the time OCA initiated such dispute) respond to the issue raised in such dispute, which response shall include a written explanation of the charges that are the subject of such dispute, as well as any supporting documentation necessary to support Contractor's position. If, within ten (10) days of the date on which OCA notifies Contractor of the dispute, Contractor has either (i) failed to respond to OCA with sufficient details or (ii) failed to

provide documentation or other evidence as to the validity of the charges, then such dispute will be deemed resolved in favor of OCA, the appropriate credits against the unpaid invoice will be withheld and the matter closed.

12. CUSTOMER DATA AND OTHER CONFIDENTIAL INFORMATION

12.1 Confidentiality.

- (a) **Confidential Information.** Contractor and OCA each acknowledge that the other and the Customer possess and shall continue to possess information that has been developed or received by it, has commercial, proprietary or other value in its or its constituents' or customers' activities or operations and is not generally available to the public, subject, however to the applicability of Rule 12 of the Rules of Judicial Administration and other applicable Law.
- (b) **Disclosure of Confidential Information.**
- (i) During the Term and at all times thereafter as specified in **Section 20.15**, each Receiving Party (A) shall hold Confidential Information received from a Disclosing Party in confidence and shall use such Confidential Information only for the purposes of fulfilling its obligations or exercising its rights under this Agreement and for no other purposes, (B) shall follow all applicable security requirements, protocols, and procedures for accessing and handling such Confidential Information, and (C) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party, unless expressly permitted by **Sections 12.1(b)(ii)** and **12.1(b)(iii)** below or elsewhere in this Agreement. Each Receiving Party shall use at least the same degree of care to prevent disclosure, dissemination, and misuse of the Disclosing Party's Confidential Information to third parties as the Receiving Party employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.
- (ii) The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, directors, attorneys, financial advisors, contractors, and agents (including OCA auditors in the case of OCA) provided that (A) such person or entity has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person's scope of responsibility, (B) such disclosure is made pursuant to an obligation of confidentiality upon such person or entity that is no less stringent

than that set forth in this **Section 12.1**, and (C) such disclosure is not in violation of Law or applicable OCA Standards. The Receiving Party assumes full responsibility for the acts or omissions of any person or entity to whom it discloses Confidential Information of the Disclosing Party regarding their use of such Confidential Information and must take commercially reasonable measures to protect the Confidential Information from disclosure or use in contravention of this Agreement.

- (iii) The Receiving Party may disclose Confidential Information of the Disclosing Party as required to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request (but not more than two (2) days from receipt of such request), the Receiving Party, to the extent it may legally do so, gives notice to the Disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.
 - (iv) Notwithstanding the provisions of this **Section 12.1(b)**, OCA may disclose Confidential Information relating to the financial or operational terms of this Agreement and/or Contractor's performance hereunder (e.g., applicable Service Levels and measurements of Contractor's performance with respect to such Service Levels) in connection with the solicitation of proposals for or the procurement of the same. To the extent allowed by applicable Law, OCA shall promptly provide Contractor written notice of any such disclosure.
 - (v) Each Party shall take all necessary steps to cause its employees, contractors, and subcontractors to comply with the provisions of **Article 12**.
- (c) **Exclusions.** Notwithstanding the above, **Section 12.1(b)** shall not apply to any particular information which the Receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations, (ii) after disclosure to it, is published by the Disclosing Party or otherwise becomes generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations or through a third party or a party affiliated with the Receiving Party who obtained the information from the Receiving Party, (iii) was lawfully in the possession of the Receiving Party immediately prior to the time of disclosure to it by the Disclosing Party, (iv) is received from a third party that

is not restricted from disclosing such information by law, contract, fiduciary duty, or otherwise, or (v) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

- (d) **Loss of Confidential Information.** Each Party shall (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) cooperate with the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use appropriate efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 12.1(d)**.
- (e) **No Implied Rights.** Nothing contained in this **Section 12.1** shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to any Confidential Information of the other Party.
- (f) **Return or Destruction of Confidential Information.** Each Party shall securely store the other Party's Confidential Information until such Confidential Information is securely returned, subject to **Section 4.2**, or permanently destroyed as described in this **Section 12.1(f)**. Except as limited by applicable Laws or this **Section 12.1**, each Party shall destroy all other documentation in any medium that contains, refers to or relates to the other Party's Confidential Information and any copies thereof in such Party's control or possession (or the portion of such Confidential Information specified by the other Party) within fifteen (15) Business Days of the expiration or termination of this Agreement and completion of each Party's obligations hereunder. Upon written request, the Party returning or destroying the other Party's Confidential Information shall deliver to the other Party written certification of its compliance with this paragraph signed by an authorized representative of such Party. Notwithstanding the foregoing, either Party may retain one copy of the other Party's Confidential Information, other than Customer Data, in its legal department as and to the extent required to comply with applicable Laws or enforce its rights under this Agreement; provided that such Confidential Information shall be returned or destroyed in accordance with this provision upon the expiration of the period specified in the applicable Law, the expiration of the applicable statute of limitations or the final resolution of any pending dispute, as applicable. Contract Records shall be retained by Contractor for the duration of the Audit Period unless and to the extent Contractor is directed

by OCA to deliver such Contract Records to OCA prior to the expiration of the Audit Period. In no event shall a Party withhold any Confidential Information of the other Party as a means of resolving any dispute.

- (g) **Transfer of OCA Confidential Information.** Contractor shall not transfer OCA Confidential Information to any other locations, nor change the locations for storage and processing of such OCA Confidential Information, except with the express written consent of OCA, which OCA may withhold in its sole discretion.

12.2 Security Incident.

- (a) **Procedures.** In the event Contractor discovers or is notified of a Security Incident, Contractor shall immediately notify OCA of such Security Incident. Following such notice, Contractor shall fully cooperate in OCA's handling of such Security Incident and, at Contractor's own cost and expense, shall (i) investigate such Security Incident, facilitating interviews with Contractor's personnel and others involved in the matter, and making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Laws, regulations, industry standards or as otherwise reasonably required by OCA, (ii) perform a risk assessment, Root Cause Analysis and Corrective Action Plan, (iii) provide a detailed written report to OCA of such risk assessment, Root Cause Analysis and Corrective Action Plan, (iv) upon OCA's approval, remediate the effects of such Security Incident as soon as practicable or assist in the coordination of such remediation if Contractor does not have responsibility for the matters which are the source of the breach, (v) provide OCA with reasonable assurances that such Security Incident shall not recur, (vi) cooperate with OCA in providing any notices regarding impermissible disclosures caused by such Security Incident which OCA deems appropriate, and (vii) cooperate in any litigation, investigation, or other action deemed necessary by OCA to protect its rights relating to the use, disclosure, protection and maintenance of Customer Data. Following any Security Incident, Contractor shall continuously use its best efforts to prevent a recurrence of any such Security Incident.
- (b) **Security Incident Involving Personal Data.** To the extent a Security Incident involves Personal Data and is attributable to a breach by Contractor or Contractor Personnel of Contractor's obligations under this Agreement, Contractor shall bear the costs incurred by Contractor in complying with its legal obligations relating to such Security Incident and, in addition to any other damages for which Contractor may be liable under this Agreement, Contractor shall reimburse OCA and Customers for all actual costs incurred in providing (i) notice to affected individuals, (ii) such affected individuals with credit monitoring services for thirty-six (36) months (where such Security Incident results in the potential for exposure of Highly-Sensitive Personal Information), (iii) such affected individuals with \$50,000 of identity

theft insurance, (iv) call center support for such affected individuals for thirty (30) days, (v) any related governmental fees or fines assessed against OCA, (vi) any Losses for which Contractor would be liable under **Section 16.1**, and (vii) any other services that OCA or Customers deem necessary to protect such affected individuals in light of the risks posed by such Security Incident.

- (c) **Third Party Notices.** Contractor agrees that it will not notify any third party of any Security Incident without first obtaining OCA's prior written consent; provided, however, Contractor may, without OCA's prior written consent, notify law enforcement agencies or a third party retained by Contractor for purposes of remediating a Security Incident. Contractor agrees that OCA shall have the right to determine (i) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in OCA's discretion and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- (d) **Ongoing Obligations.** Contractor agrees to maintain and preserve all documents, records and other data related to any Security Incident for a period that extends until the expiration of the Audit Period.

12.3 Requirements for Information in Legal Proceedings.

- (a) **Preservation of Legal Privilege.** If OCA notifies Contractor, or Contractor is or becomes otherwise aware, that particular Confidential Information may be within OCA attorney-client or work-product privileges of OCA, then regardless of any applicable exclusions, Contractor (i) shall not disclose such Confidential Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Contractor personnel who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect OCA privileges.
- (b) **Cost of Compliance.** Contractor's cost of complying with this **Section 12.3** shall be at no additional charge to OCA.

13. CONTRACTOR OWNED AND LICENSED MATERIALS

13.1 Ownership of Contractor Owned Materials.

As between the Parties, Contractor shall be the sole and exclusive owner of the (i) Materials and other intellectual property lawfully owned or licensed by it or its Affiliates prior to the Effective Date (including, but not limited to, Odyssey Case Manager, Document Management Bundle, Odyssey Financial Manager (check printing only), eSignatures, Record on Appeal, eNotices, OCR Level 1, TX CJIS reporting, ePayments, and Socrata Court Insights), (ii) Materials and other

intellectual property acquired by Contractor or its Affiliates on or after the Effective Date other than Materials and other intellectual property obtained by Contractor or its Affiliates from third parties for or on behalf of OCA, and (iii) Materials and other intellectual property that are developed by or on behalf of Contractor pursuant to this Agreement or otherwise paid for by OCA under this Agreement (collectively, "**Contractor Owned Materials**"), including all Intellectual Property Rights in the Contractor Owned Materials; provided, however, Contractor Owned Materials shall exclude output from any reports and plans required to be provided to OCA under the Statement of Work or the Service Level Agreement.

13.2 License to Contractor Owned Materials.

- (a) As of the Effective Date, Contractor hereby grants to OCA and Customers during the Term, at no additional charge, a world-wide, non-exclusive, irrevocable (provided that Contractor Owned Materials are used in accordance with the terms hereof), royalty-free right and license to use, with the right to allow an unlimited number of Customers to use the Services, the Contractor Owned Materials expressly identified in **Section 13.1(i)** of this Agreement (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto), including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. Contractor Owned Materials shall remain the property of Contractor. OCA shall not (A) reverse engineer, decompile, or disassemble the source code of all or any portion of the Contractor Owned Materials or (B) use the Contractor Owned Materials for the benefit of any Third Party. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or conditions of any agreement or license (by "click-through" or written acceptance) by the Customers, the provisions of this Agreement shall control.
- (b) With regard to Clerk's Offices use of the Contractor's Socrata Court Insights software, OCA consents to Contractor's review of aggregated, anonymized Customer Data that is uploaded to the Socrata platform for the sole purpose of improving the Socrata Court Insights software and to run aggregated statistical analysis.
- (c) OCA acknowledges that Contractor's Socrata Court Insights software is not designed to (i) serve as a system of record or (ii) process or store data protected under the Family Education Rights and Privacy Act or CJIS.

13.3 License to Contractor Third Party Materials.

As of the Effective Date, Contractor hereby grants to OCA and Customers during the Term, at no additional charge, a world-wide, non-exclusive, irrevocable (provided that the Third Party Materials are used in accordance with the terms hereof), royalty-free right and license to use, with the right to grant sublicenses to third parties to use for the benefit of OCA and Customers, the Third Party Materials for which Contractor holds the license or for which Contractor is financially responsible under this Agreement (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto) for the benefit of OCA and Customers, including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and Services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or conditions of any agreement covering Third Party Materials of or provided by Contractor relating to the Services, the provisions of this Agreement shall control.

13.4 Embedded and Dependent Materials.

Contractor hereby grants to OCA and Customers a world-wide, non-exclusive, perpetual, irrevocable, royalty-free right and license to use any embedded Contractor Owned Materials or Third-Party Materials necessary for the use of the Services.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1 Work Standards.

Contractor represents, warrants and covenants that (i) the Services shall be rendered with promptness, due care, skill and diligence, (ii) the Services shall be executed in a professional and workmanlike manner, in accordance with the Service Levels and accepted industry standards of first tier providers of services that are the same as or similar to the Services, (iii) Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services, (iv) Contractor shall provide such individuals with training as to new products and services prior to the implementation of such products and services in OCA's environment, and (v) Contractor shall have the resources, capacity, expertise, and ability in terms of Materials, know-how, and personnel to provide the Services.

14.2 Software Currency.

Contractor represents, warrants and covenants that, unless otherwise agreed and to the extent it has operational responsibility under this Agreement, it shall maintain the reasonable currency for Software (including Contractor's and third party software currency to N or N-1) so that they operate in accordance with the Service Levels and their Specifications.

14.3 Efficiency and Cost Effectiveness.

Contractor represents, warrants and covenants that it shall use commercially reasonable efforts to provide the Services in a cost-effective and efficient manner consistent with the required level of quality and performance set forth in the Service Level Agreement.

14.4 Intellectual Property.

- (a) **Ownership and Use.** Contractor represents, warrants and covenants that it either owns or has all necessary rights to use any and all Materials, Software, Systems, equipment, and other resources used in performance of its Services hereunder.
- (b) **Performance.** Contractor represents, warrants and covenants that any Contractor Owned Materials consisting of Software provided by Contractor shall comply in all material respects with their applicable documentation and Specifications and shall provide the functions and features and operate in the manner described therein during the Warranty Period.
- (c) **Nonconformity of Contractor Owned Software.** In the event that the Contractor Owned Materials consisting of Software do not comply with their applicable documentation and Specifications and/or materially adversely affect the Services provided hereunder, Contractor shall, at its sole cost and expense and without any charge to OCA, expeditiously repair such Software, or replace such Software with conforming Software.

14.5 Non-Infringement.

Except as otherwise provided in this Agreement, Contractor represents, warrants and covenants that it shall perform its obligations and responsibilities under this Agreement in a manner that does not infringe or misappropriate, or constitute an infringement or misappropriation of, any Intellectual Property Rights; provided, however, that the Contractor shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by OCA without the approval of the Contractor, (ii) OCA's combination of the Contractor's Work Product or Materials with items not furnished, specified, recommended, or approved in writing by Contractor or contemplated by this Agreement, (iii) the failure of OCA to use corrections or modifications provided by the Contractor

offering equivalent features and functionality (provided Contractor notifies OCA that the corrections or modifications provided address the possibility of infringement or misappropriation if and to the extent it knows or reasonably should know of such possibility), (iv) adherence to detailed specifications provided by OCA that Contractor is required to comply with (provided Contractor notifies OCA of the possibility of infringement or misappropriation if and to the extent it knows or reasonably should know of such possibility), or (v) Third Party Materials, except to the extent that such infringement or misappropriation arises from the failure of Contractor to obtain the necessary licenses or required third party consents or to abide by the limitations of the applicable Third Party Materials licenses.

14.6 General.

- (a) **Contractor.** Contractor represents, warrants and covenants to OCA that:
- (i) Contractor is a business entity duly formed, validly existing and in good standing under the Laws of its state of formation;
 - (ii) Contractor has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
 - (iii) Contractor has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable federal, state, or local Laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services, including under all applicable Laws of the State with the exception of those permits, licenses, and rights that OCA is obligated to provide pursuant to this Agreement;
 - (iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of Contractor;
 - (v) The individual executing this Agreement and the documents made part of this Agreement is authorized to sign such documents on behalf of the Contractor and to bind the Contractor to any contract that may result from this Agreement;
 - (vi) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (vii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which Contractor or any of its

material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and

- (viii) As of the Effective Date there is no pending claim, suit or proceeding or, to the best of Contractor's knowledge, any threatened claim, suit or proceeding, against or affecting Contractor or any of its Affiliates or Subcontractors that could reasonably be expected to adversely affect Contractor's ability to perform and fulfill its obligations under this Agreement including actions pertaining to the proprietary rights described in **Sections 14.4** and **14.5**. Contractor shall notify OCA within ten (10) Business Days of Contractor's knowledge of any such claim, suit or proceeding. Without limiting the terms of **Section 12.1(b)(iii)**, Contractor shall notify OCA, within two (2) days, if process is served on Contractor in connection with this Agreement where such matter may reasonably affect the Services or a Party's rights, including any subpoena for Contractor's records, and shall send a written notice of the service together with a copy of the same to OCA within five (5) Business Days of such service.

(b) **OCA.** OCA represents, warrants and covenants to Contractor that:

- (i) OCA has statutory authority to enter into this Agreement and to perform its obligations hereunder;
- (ii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (iii) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of OCA enforceable in accordance with its terms.

14.7 Certifications.

Contractor, for itself and on behalf of its Subcontractors, certifies that:

- (a) It has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement;
- (b) Under Section 231.006 of the Texas Family Code, the Contractor certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate;

- (c) Neither it, nor anyone acting for it, has violated the antitrust Laws of the United States nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (d) Neither it, nor anyone acting for it, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Agreement to any competitor or any other person engaged in the same line of business as the Contractor;
- (e) It has not received payment from OCA or any of OCA's employees for participating in the preparation of this Agreement;
- (f) Under Sections 2155.004, 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, it is not ineligible to receive this specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate;
- (g) There are no suits or proceedings pending or, to the best of its knowledge, threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under this Agreement;
- (h) It is not, and its principals are not, suspended or debarred from doing business with the State or the federal government as listed in the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration;
- (i) As of the Effective Date, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (j) It agrees that any payments due under this Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas;
- (k) In accordance with Section 669.003 of the Texas Government Code relating to contracting with an executive head of a state agency, it is not (1) the executive head of OCA, (2) a person who at any time during the four years before the date of this Agreement was the executive head of OCA, or (3) a person who employs a current or former executive head of OCA;

- (l) It does not have any knowledge that any Contractor Personnel or any employee of a Subcontractor performing Services under this Agreement is, or is a relative of, any current or former State employee, within three (3) degrees of consanguinity, and if these facts change during the Term, any failure by Contractor to disclose to OCA the existence of any such employee relationship known to Contractor shall give rise to a right by OCA to terminate this Agreement, in whole or in part, immediately for cause or exercise any other remedy under applicable Law;
- (m) The provision of Services or other performance under this Agreement shall not constitute an actual or potential conflict of interest and certifies that it shall not create the appearance of impropriety, and, if these facts change during the course of this Agreement, Contractor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
- (n) OCA's payment to Contractor and Contractor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or 556.008, Texas Government Code;
- (o) It will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;
- (p) It shall comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program;
- (q) It shall comply with the requirements of IIRIRA, and the Immigration Act of 1990 (8 U.S.C. § 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of IIRIRA, who shall perform any labor or services under this Agreement. Nothing herein is intended to exclude compliance by Contractor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto;
- (r) It is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; and
- (s) It is compliant with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

During the Term, Contractor shall, for itself and on behalf of its Subcontractors, promptly disclose to OCA all changes that occur to the foregoing certifications, representations and warranties. Contractor covenants to cooperate with OCA in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

14.8 Inducements; OCA Code of Ethics.

In addition to these provisions applying to Contractor, Contractor shall impose the provisions of this **Section 14.8** in each of its subcontracts and each such representation, warranty and covenant shall be fully applicable with respect to Contractor and each Subcontractor:

- (a) **Reliance.** In executing this Agreement, OCA relies on Contractor's representations, warranties and covenants regarding the following: (i) Contractor regularly provides the types of Services described in the RFO to other public or private entities, (ii) Contractor has the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar Services for other public or private entities, (iii) Contractor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the current program, operating environment for the Services, this Agreement and the needs and requirements of OCA and the State during the Term, (iv) Contractor has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding, Contractor has the ability and capacity to perform the Services for the Term in accordance with the terms and conditions of this Agreement, (v) Contractor also has reviewed and accepts the risks associated with the Services as described in this Agreement, including the risk of non-appropriation of funds, (vi) Contractor shall at all times be capable of, and legally authorized to, provide the Services, and (vii) the Charges assessed to OCA shall be true and correct.
- (b) **Inducements.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has given or will give commissions, payments, kickbacks, lavish or extensive entertainment or other inducements of more than minimal value to any employee or agent of OCA in connection with this Agreement. Contractor also represents, warrants and covenants that, to the best of its knowledge, neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has given any such payments, gifts, entertainment or other thing of value to any employee or agent of OCA. Contractor also acknowledges that the giving of any such payment, gift, entertainment or other thing of value is strictly in violation of

OCA policy on conflicts of interest which may result in the cancellation of this Agreement and other existing and future contracts between the Parties.

- (c) **OCA Code of Ethics.** Contractor represents, warrants and covenants that, in the performance of the Services and its other contractual obligations hereunder, it shall comply with all applicable provisions of the OCA Code of Ethics, as modified from time to time.
- (d) **No Interest.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has acquired or will acquire any contractual, financial, business or other interest or advantage, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to OCA under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement; and Contractor shall promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such interest) inform OCA of any such interest that may be incompatible with the interests of OCA.
- (e) **No Abuse of Authority for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use the authority provided or to be provided under this Agreement to improperly obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees or any member of the immediate family of any such employee.
- (f) **No Use of Information for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use any OCA Confidential Information to obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees, nor any member of the immediate family of any such employee.
- (g) **Independent Judgment.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has accepted or shall accept another OCA contract that would impair the independent judgment of Contractor in the performance of this Agreement.
- (h) **No Influence.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has accepted or shall accept anything of value, or an inducement that would provide a financial gain, advantage or benefit, based on an understanding that the actions of Contractor, any such Affiliates or any such employees on behalf of OCA would be influenced thereby; and neither Contractor nor any of its

Affiliates shall attempt to influence any OCA employee by the direct or indirect offer of anything of value.

- (i) **No Payment Tied to Award.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has paid or agreed to pay any person or entity, other than bona fide employees working solely for Contractor or such Affiliates or any Subcontractors, any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of this Agreement.
- (j) **No Collusion.** Contractor represents, warrants and covenants that the prices presented in the Response were arrived at independently, without consultation, communication, or agreement with any other proposer for the purpose of restricting competition, the prices quoted were not knowingly disclosed by Contractor to any other proposer and no attempt was made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

14.9 Malicious Code.

- (a) **Malicious Code.** Contractor represents, warrants and covenants that Contractor shall not insert, and shall take all commercially reasonable actions and precautions to prevent the introduction and proliferation of, any Malicious Code into OCA's or Customers' environment or any System used to provide the Services.
- (b) **Recovery Services.** At all times during the Term, Contractor shall maintain written plans and procedures designed to prevent the introduction of Malicious Code into OCA's or Customers' environment or any System used to provide the Services, which such measures shall include plans to notify and update OCA and Customers of such introduction and to mitigate the effects thereof. Contractor shall notify OCA and Customers expeditiously of any Malicious Code in any such environment or System of which it becomes aware and mitigate the effects in accordance with such written plans and procedures. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in Software or Systems managed or supported by Contractor or used by Contractor to provide the Services, Contractor shall, except as expressly set forth below, at no additional charge to OCA and Customers, eliminate or permanently quarantine such Malicious Code and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of operational efficiency or loss of data, mitigate such losses and restore such data with generally accepted data restoration techniques ("**Malicious Code Recovery Services**"). Contractor shall provide all Malicious Code Recovery Services at no additional Charge. The Parties anticipate that Malicious Code

Recovery Services requested by OCA or Customers shall be provided by Contractor without adversely affecting Contractor's ability to meet its performance obligations.

14.10 Compliance with Laws.

- (a) **Compliance by Contractor.** Contractor represents, warrants and covenants that, with respect to the provision of the Services and the performance of any of Contractor's other legal and contractual obligations hereunder, Contractor and the Services are and shall be in compliance in all material respects with all applicable Laws and shall remain in compliance with such applicable Laws during the Term, including any Privacy Laws. If Contractor becomes aware that it is out of compliance with such applicable Laws, Contractor shall, at its sole cost, promptly (but not more than thirty (30) days from the time in which Contractor first becomes aware of such non-compliance) comply with such applicable Laws.
- (b) **Compliance Data and Reports.** At no additional charge, Contractor shall provide OCA with data and reports reasonably necessary for OCA to comply with all Laws applicable to the use of the Services.
- (c) **Materials and Systems Compliance.** Contractor represents, warrants and covenants that the Materials and Systems used in connection with providing the Services are in compliance with all applicable Laws and shall remain in compliance with such Laws during the Term.
- (d) **Customer Data.** Contractor represents, warrants and covenants that any collection, receipt, access, use, storage, disposal and disclosure of any Customer Data by Contractor shall comply with all applicable Laws, including federal and state Privacy Laws, as well as all other applicable regulations and directives.
- (e) **Notice of Laws.** Contractor shall notify OCA of any Laws and changes in Laws applicable to the Services that would reasonably be expected to affect Contractor's obligations under this Agreement or OCA's use of the Services.
- (f) **Implementation of Changes in Laws.** Upon a change in applicable Laws affecting use of the Services, OCA reserves the right, in its sole discretion, to unilaterally amend this Agreement to incorporate any modifications necessary for OCA's compliance. Without modifying the Parties' respective financial obligations under **Exhibit 4**, Contractor shall bear the costs associated with compliance with changes in Laws unless the change(s) required for compliance meets the definition of New Services, in which case it shall be treated as such and subject to payment of fees for such New Services.

- (g) **Termination.** In the event that any change(s) in Laws results in an increase of ten percent (10%) or more in the estimated average Quarterly Charges, then OCA may, within one hundred eighty (180) days of such aggregate increase being attained and upon at least ninety (90) days prior notice to Contractor, terminate this Agreement in its entirety or the impacted Services as of the termination date specified in the notice.
- (h) **Responsibility.** Contractor shall be responsible for any Losses imposed on Contractor or OCA resulting from any failure of Contractor or any third party engaged by Contractor to comply with applicable Laws or respond in a timely manner to changes in such Laws.

14.11 Equal Opportunity Compliance.

Contractor represents, warrants and covenants that it shall abide by all applicable Laws pertaining to equal employment opportunity, including state and federal Laws. In accordance with such Laws, Contractor agrees that no individual in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, or disability, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed by Contractor under this Agreement. If Contractor is found to be in non-compliance with these requirements, Contractor agrees to take appropriate steps to correct such noncompliance. Upon request, Contractor shall furnish to OCA information regarding Contractor's nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

14.12 Information Furnished to OCA or Customer.

Contractor represents that all written information made a part of this Agreement is current, complete, true and accurate. This Agreement contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading. Contractor hereby agrees to provide OCA and Customers with notice within two (2) days in the event it discovers that any information that has been provided to OCA or Customer is or becomes untrue and incorrect. Such notice shall identify the information incorrectly provided and shall set forth the true and correct information.

14.13 Previous Contracts.

Other than as specifically disclosed by Contractor in writing, Contractor represents that neither it, nor any of its Affiliates or Subcontractors, is in default or breach of any other contract or agreement related to information systems facilities, equipment or services that it or they may have with OCA, the State or any other State related entity. Contractor further represents that neither it, nor any of its

Affiliates or Subcontractors, has been a party to any contract for information system facilities, equipment or services with OCA, the State or any other State-related entity that was finally terminated within the previous five (5) years for the reason that Contractor or such Affiliate or Subcontractor failed to perform or otherwise breached an obligation of such contract. Contractor hereby certifies that it has provided disclosure of all pending, resolved, or completed litigation, mediation, arbitration or other alternate dispute resolution procedure involving Contractor, its Affiliates or its Subcontractors that could reasonably be expected to materially adversely affect Contractor's ability to perform and fulfill its obligations under this Agreement.

14.14 Completeness of Due Diligence Activities.

Contractor acknowledges that it has been provided with sufficient access to OCA information and personnel and has had sufficient time in which to conduct and perform a thorough due diligence of OCA's operations and business requirements and assets currently used by OCA in providing the Services. Accordingly, Contractor shall not seek any adjustment in the Charges based on any incorrect assumptions made by Contractor in arriving at the Charges.

14.15 Interoperability.

Contractor represents, warrants and covenants that the Software and Systems that are owned, developed, implemented or used by Contractor in connection with providing the Services shall be interoperable with the Software and Systems used by OCA to the extent necessary for OCA to receive the full benefit of the Services.

14.16 Prohibition on Contracts with Companies Boycotting Israel.

As required by Texas Government Code Section 2270.002, by executing this Agreement, Contractor represents and warrants that it does not, and will not during the Term, boycott Israel. Contractor further represents and warrants that no Subcontractor of the Contractor boycotts Israel or will boycott Israel during the Term. Contractor agrees to take all necessary steps to ensure this representation and warranty remains true during the Term.

14.17 Financial Condition.

During the Term, Contractor shall promptly provide, but no later than one hundred twenty (120) days after the end of the Contractor's fiscal year, its year-end financial statements as of the end of such fiscal year, all in reasonable detail, and an audit reported by a nationally recognized independent certified public accountant (without a "going concern" or like qualification or exception as to the scope of such audit) to the effect that the financial statements present fairly the financial condition and results of operation of the Contractor.

15. INSURANCE AND RISK OF LOSS

Contractor shall at all times during the Term of this Agreement carry and maintain at its sole cost and expense the following insurance coverage in each case issued by an insurer having an A. M. Best Company financial strength rating of A or greater and a financial size category ranking of class IX or higher, licensed in the state of Texas, and authorized to provide the corresponding coverage: (a) Standard Workers Compensation Insurance covering all personnel who will provide services under this Agreement and endorsed with a waiver of subrogation against the State, OCA, counties, and courts, and their respective officers and employees, for bodily injury (including death), property damage or any other loss; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 minimum per each occurrence and \$2,000,000 in the aggregate; (c) Professional Liability Insurance (Errors and Omissions Liability) with limits of at least \$2,000,000 each occurrence; (d) Cybersecurity Insurance in an amount not less than \$3,000,000 minimum per each occurrence and \$5,000,000 in the aggregate, protecting against the loss arising out of a Security Incident, including (i) network security and privacy liability, (ii) notification and other breach response costs, (iii) fines and penalties, and (iv) cyber extortion; and (e) Umbrella Insurance in an amount of no less than \$10,000,000. Contractor shall provide at least thirty (30) days written notice prior to any cancellation of policies listed under this section. Contractor shall maintain the above insurance coverage during the Term of this Agreement, and shall include OCA and its directors, officers, and employees as additional insureds, include a waiver of subrogation in favor of OCA and its directors, officers, and employees, and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by OCA and shall provide OCA with an executed copy of the policies immediately upon request.

16. INDEMNITIES**16.1 General Indemnity by Contractor.**

CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, OCA, CUSTOMER AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES (COLLECTIVELY, "OCA INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, LIABILITIES, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY STATEMENT OF WORK OR PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. IN ADDITION, CONTRACTOR

WILL REIMBURSE OCA, CUSTOMER AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS AND CUSTOMER'S INTERESTS AND THOSE OF CONTRACTOR OR IF OCA OR CUSTOMER IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA AND CUSTOMER WILL EACH BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S AND CUSTOMER'S COUNSEL.

16.2 Intellectual Property Indemnity.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OCA, CUSTOMER AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) OCA'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OCA BY CONTRACTOR OR OTHERWISE TO WHICH OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. IN ADDITION, CONTRACTOR WILL REIMBURSE OCA, CUSTOMER AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF OCA OR CUSTOMER IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA AND CUSTOMER WILL BE PERMITTED TO EACH SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S AND CUSTOMER'S COUNSEL.

16.3 No Double Recovery.

No provision of this Agreement shall be construed to provide indemnity for any amounts for which OCA has been fully compensated under any other agreement or action at law or equity; provided, however, that OCA shall not be required to exhaust any or all remedies available under other agreements or at law or equity before recovering indemnification amounts pursuant to **Section 16.1**.

16.4 Comparative Fault.

THE PARTIES AGREE THAT THE INDEMNITIES ABOVE SHALL CONTINUE IN EFFECT EVEN IN THE CASE WHERE A PORTION OF THE DAMAGE IS CAUSED BY THE ACTS OR OMISSIONS (INCLUDING NEGLIGENCE) OF OCA. HOWEVER, THE PARTIES FURTHER AGREE THAT CONTRACTOR IN NO WAY WAIVES ANY DEFENSE OTHERWISE AVAILABLE TO IT IN ANY SUCH EVENT, INCLUDING THE RIGHT TO ASSERT COMPARATIVE FAULT OF OCA.

16.5 Infringement and Mitigation.

In the event that (i) Contractor receives or otherwise learns of any threat, warning, or notice alleging that all, or any component or feature of the Services violates an Intellectual Property Right, or (ii) OCA's continued use of Work Product, Contractor Owned Material, or Services is enjoined; then, in each case, Contractor shall, in addition to defending, indemnifying and holding harmless OCA as provided in **Section 16.2** and to the other rights OCA may have under this Agreement, promptly and at its own option, cost and expense and in such a manner as to minimize the disturbance to OCA's operations and activities, do one of the following:

- (a) **Obtain Rights.** Obtain for OCA the right to continue using and receiving the benefits of such Work Product, Contractor Owned Material, or Services.
- (b) **Modification.** Modify the item(s) in question so that it is no longer infringing or enjoined (provided that such modification does not degrade the performance or quality of the Services or adversely affect OCA's intended use as contemplated by this Agreement).
- (c) **Replacement.** Replace such item(s) with a non-infringing or non-enjoined, as applicable, functional and qualitative equivalent acceptable to OCA.
- (d) **Discontinued Use.** If, despite Contractor's commercially reasonable efforts to effect the alternatives set forth in **Sections 16.5(a), (b), and (c)** above, the Parties determine that none of such alternatives are feasible, Contractor may discontinue its use of such infringing, potentially infringing or enjoined Work Product, Contractor Owned Material, or Services; provided, however, that neither such right nor such discontinuation shall limit or expand OCA's rights or Contractor's obligations under this Agreement; nor shall such right or such discontinuation excuse any breach by Contractor of its obligation to provide the Services in a non-infringing and non-enjoined manner.

16.6 Indemnification Procedures.

With respect to claims which are subject to indemnification under this Agreement, the following procedures shall apply:

- (a) **Notice.** Promptly after receipt by any person or entity entitled to indemnification under this Agreement of notice of the commencement or

threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim in respect of which the OCA Indemnitee may seek indemnification hereunder, the OCA Indemnitee shall notify Contractor of such claim. No delay or failure to so notify Contractor shall relieve Contractor of its obligations under this Agreement except to the extent that Contractor has suffered actual prejudice by such delay or failure. Within fifteen (15) Business Days following receipt of notice from the indemnitee relating to any claim, but no later than five (5) Business Days before the date on which any response to a complaint or summons is due, Contractor may notify the indemnitee that Contractor elects to assume control of the defense and investigation of that claim (a “**Notice of Election**”).

- (b) **Procedure Following Notice of Election.** If Contractor delivers a Notice of Election within the required notice period, Contractor shall immediately take control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to OCA to handle and defend the same, at Contractor’s sole cost and expense.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Contractor does not deliver a Notice of Election relating to any claim within the required notice period, the OCA Indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. Contractor shall promptly reimburse the OCA Indemnitee for all such reasonable costs and expenses incurred by the OCA Indemnitee, including reasonable attorneys’ fees.

16.7 Subrogation.

In the event that Contractor shall be obligated to indemnify an indemnitee pursuant to any provision of this Agreement, Contractor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

17. LIABILITY

17.1 General Intent.

Subject to the specific provisions and limitations of this **Article 17**, and to the extent allowed by applicable Laws, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred as a result of the breaching Party’s failure to perform its obligations in the manner required by this Agreement.

17.2 Force Majeure.

- (a) **General.** Subject to **Section 17.2(c)**, no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to

the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, epidemics, pandemics, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of prudent planning, alternate sources, incident response plans, workaround plans or other means ("**Force Majeure Event**"). A strike, lockout or labor dispute involving Contractor Personnel shall not excuse Contractor from its obligations hereunder. Notwithstanding anything to the contrary in this **Section 17.2**, Contractor shall remain obligated to perform its obligations contained in **Section 7.1(a)**.

- (b) **Substitute Services; Termination.** If any Force Majeure Event has substantially prevented, hindered or delayed or is reasonably expected to substantially prevent, hinder or delay the performance by Contractor of Services necessary for the performance of critical OCA functions for longer than the recovery period specified in the applicable Disaster Recovery Plan or, if there is no such specified recovery period, twenty-four (24) hours, Contractor shall, unless and until otherwise directed by OCA, use commercially reasonable efforts to procure such Services from an alternate source at Contractor's expense for so long as the delay in performance shall continue, up to the Charges actually paid to Contractor for the Services with respect to the period of non-performance. In addition, if any Force Majeure Event substantially prevents, hinders or delays the performance by Contractor of Services necessary for the performance of critical OCA functions for more than five (5) Business Days, then OCA may, upon notice to Contractor, terminate this Agreement in its entirety or any portion of the Services so affected (including portions that are no longer required if the impacted portion is terminated) as of the termination date specified in the notice.
- (c) **Disaster Recovery.** Upon the occurrence of a Force Majeure Event that prohibits the ability of OCA to provide critical business functions for some predetermined period of time, or any other event that is designated as a "Disaster" under the applicable Disaster Recovery Plan, Contractor shall promptly implement, as appropriate, the applicable business continuity and Disaster Recovery Plan and provide business continuity and Disaster Recovery Services, as described in the Disaster Recovery Plan.
- (d) **Payment Obligation.** If Contractor fails to provide Services in accordance with this Agreement due to the occurrence of a Force Majeure Event, all amounts payable to Contractor hereunder shall be equitably adjusted downward so that OCA is not required to pay any amounts for Services that OCA is not receiving, whether from Contractor or from an alternate source at Contractor's expense pursuant to **Section 17.2(b)**. Contractor shall not have the right to additional payments or increased usage charges as a

result of any force majeure occurrence affecting Contractor's ability to perform.

17.3 Limitation of Liability.

- (a) **Exclusions from Limitations.** EXCEPT AS PROVIDED IN THIS **SECTION 17.3**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) **Liability Cap.** Except as limited by applicable Laws (including those provisions applying to governmental agencies under the constitution of the State), the total aggregate liability of either Party, for all claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall not exceed the greater of (i) Charges paid and payable by OCA to Contractor during the twenty-four (24) months preceding the date upon which the cause of action accrues hereunder or (ii) \$5,000,000.
- (c) **Acknowledged Direct Damages.** For the avoidance of doubt, the following shall be considered direct damages and neither Party shall assert that the following are indirect, incidental, collateral, consequential or special damages or lost profits to the extent they result directly from the breaching Party's failure to perform in accordance with this Agreement:
- (i) Costs and expenses of restoring, reloading, or notifying of any lost, stolen or damaged Customer Data.
 - (ii) Costs and expenses of implementing a work around in respect of a failure to provide the Services or any part thereof.
 - (iii) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source in excess of the Charges that would have been paid Contractor for such Services.
 - (iv) Fines, penalties, sanctions, interest or other monetary remedies incurred as a result of a failure to comply with applicable Laws.
 - (v) Service Level Reimbursements assessed against Contractor.
 - (vi) Lost discounts, late fees and/or interest charges incurred by OCA resulting from Contractor's breach of its obligations.

The absence of direct damages listed in this **Section 17.3(c)** shall not be construed or interpreted as an agreement to exclude it as a direct damage under this Agreement.

- (d) **Waiver of Liability Cap.** If, at any time, the total aggregate liability of Contractor for claims asserted by OCA under or in connection with this Agreement exceeds sixty percent (60%) of the applicable liability cap specified in **Section 17.3(b)** and, upon receipt of the request of OCA, Contractor refuses to waive such cap and/or increase the available cap to an amount at least equal to the original liability cap, then OCA may, upon notice, terminate this Agreement in its entirety as of the termination date specified in the notice.

18. DISPUTE RESOLUTION

18.1 Informal Dispute Resolution.

Subject to compliance with Chapter 2260, Texas Government Code, prior to the initiation of formal dispute resolution procedures with respect to any dispute, other than as provided in **Section 18.1(b)**, the Parties shall first attempt to resolve such dispute informally, and in accordance with the Statement of Work.

- (a) **Prerequisite to Formal Proceedings.** In the event that a Party determines that amicable resolution through continued negotiations of a dispute does not appear likely, such Party shall be entitled to discontinue negotiations and resolve the dispute through the dispute resolution process provided for in Chapter 2260, Texas Government Code.
- (b) **Equitable Remedies.** Notwithstanding the provisions and escalation time periods specified in this Agreement (including the Statement of Work), either Party may at any time discontinue negotiations and resolve the dispute through the dispute resolution process provided for in Chapter 2260, Texas Government Code in order to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, (iii) address a claim arising out of the breach of a Party's obligations under **Article 12**, or (iv) pursue claims for injunctive relief with respect to a Party's obligations to the extent resulting in irreparable injury.

18.2 Jurisdiction.

Except as otherwise expressly provided in this **Article 18** or unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to OCA, each Party irrevocably agrees that any legal action, suit or proceeding brought by such Party in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Western District of Texas, Austin Division, or in the state courts of the State of Texas located in Austin, Travis County, Texas, and irrevocably accepts

and submits to the sole and exclusive jurisdiction of each of the aforesaid courts, *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party; provided, however, that this **Section 18.2** shall not prevent a Party against whom any legal action, suit or proceeding is brought by the other Party in the state courts of the State of Texas from seeking to remove such legal action, suit or proceeding, pursuant to applicable federal Law, to the United States District Court for the Western District of Texas, Austin Division, and in the event an action is so removed each Party irrevocably accepts and submits to the jurisdiction of the aforesaid district court.

18.3 Continued Performance.

- (a) **General.** Each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided that this provision shall not operate or be construed as extending the Term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein. For purposes of clarification, Customer Data may not be withheld by Contractor pending the resolution of any dispute.
- (b) **Non-Interruption of Services.** Contractor acknowledges and agrees that any interruption to the Services may cause irreparable harm to OCA and Customer and may adversely impact the ability of the State to carry out vital public safety and other governmental functions, in which case an adequate remedy at Law would not be available. Except to the extent expressly permitted under Chapter 2251, Texas Government Code, Contractor expressly acknowledges and agrees that at all times, including pending resolution of any dispute or controversy, it shall continue to perform under this Agreement and not directly or indirectly engage in any act or omission that may have a detrimental effect on provision of the Services to OCA under this Agreement.

18.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to the conflicts of law provisions.

19. TERMINATION

19.1 Termination for Cause.

- (a) **By OCA.** OCA may, upon written notice to Contractor, terminate this Agreement, the Statement of Work, in whole or in part, or any Customer Contract at any time, effective upon the termination date set forth in such termination notice, if Contractor:

- (i) commits a material breach of its obligations with respect to Services under the Statement of Work(s) and such breach is not cured, or is not capable of being cured, within the applicable timeframe for cure provided for herein or if not provided, within thirty (30) days after receipt of written notice of such breach from OCA;
 - (ii) signs this Agreement with a false statement or commits a material breach of any provision of this Agreement, including the violation of any of the representations, warranties, guarantees, certifications, affirmations, or covenants contained herein;
 - (iii) commits numerous breaches of its duties or obligations which collectively constitute a material breach of this Agreement and Contractor fails to do both of the following: (A) cure each such breach within thirty (30) days of initial notice thereof; and (B) develop within ten (10) Business Days following initial written notice of breach from OCA a complete plan reasonably acceptable to OCA for curing the breach and correcting the deficiencies causing such breaches on a permanent basis; provided, however, that this **Section 19.1(a)(iii)** shall in no manner limit (A) OCA's right of termination pursuant to any other provision of **Section 19.1(a)**, or (B) Contractor's obligation to cure individual nonmaterial breaches of this Agreement;
 - (iv) commits a material breach of **Section 14.8** of this Agreement;
 - (v) (1) files for bankruptcy, (2) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, or insolvency, (3) passes a resolution for its voluntary liquidation, (4) has a receiver or manager appointed over all or substantially all of its assets, (5) makes an assignment for the benefit of its creditors, or (6) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations;
 - (vi) fails to communicate with OCA as required by this Agreement; or
 - (vii) breaches its obligations under this Agreement with respect to Customer Data or OCA Confidential Information.
- (b) **By Contractor.** In the event that OCA fails to pay Contractor amounts due and owing in accordance with Chapter 2251, Texas Government Code that, in the aggregate, exceed three (3) Quarterly Charges by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, upon further notice to OCA specifying Contractor's intention to terminate this Agreement in accordance with this provision

following an additional thirty (30) days, terminate this Agreement in its entirety as of the termination date specified in the further notice (provided that OCA has not cured the default prior to the effective date of termination). Contractor acknowledges and agrees that this **Section 19.1(b)** describes Contractor's sole right to terminate this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement.

19.2 Termination for Convenience.

OCA may (without incurring any liabilities) terminate this Agreement, the Statement of Work, or a Customer Contract for any reason or no reason, in whole or in part, (a) if it is in the best interest of the State of Texas to do so, or (b) upon at least ninety (90) days' prior notice to Contractor, effective as of the termination date specified in such notice.

19.3 Termination Upon Contractor Change of Control.

In the event there is a change in control of Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement), or Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement) is merged with or into another entity, then Contractor shall immediately provide OCA with written notice of such change in control. At any time within twelve (12) months following receipt of such written notice, OCA may terminate this Agreement, in whole or in part, upon at least ten (10) Business Days' prior notice to Contractor, effective as of the termination date specified in such notice. As used in this Agreement, "change in control" means (a) a sale of substantially all of the assets of Contractor, (b) a change in a majority of the management team, such as the board of directors, or (c) a direct or indirect change in beneficial ownership of 25% or more of the equity interest in Contractor.

19.4 OCA Rights Upon Contractor's Bankruptcy.

- (a) **General Rights.** In the event of Contractor's bankruptcy or of the filing of any petition under bankruptcy Laws affecting the rights of Contractor which is not stayed or dismissed within thirty (30) days of filing, in addition to the other rights and remedies set forth herein, to the maximum extent permitted by Law, OCA shall have the immediate right to retain and take possession for safekeeping all Customer Data, OCA Confidential Information, OCA licensed Third Party Materials, OCA owned Materials, and all other Materials or Systems to which OCA is or would be entitled during the Term or upon the expiration or any termination of this Agreement. Contractor shall cooperate fully with OCA and assist OCA in identifying and taking possession of the items listed in the preceding sentence. OCA shall have the right to hold such Customer Data, Confidential Information, Materials, and Systems until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to OCA that they shall be protected from sale, release, inspection,

publication, or inclusion in any publicly accessible record, document, material or filing. Contractor and OCA agree that without this material provision, OCA would not have entered into this Agreement or provided any right to the possession or use of Customer Data, OCA Confidential Information or OCA Materials and Systems covered by this Agreement.

- (b) **OCA Rights in Event of Bankruptcy Rejection.** Notwithstanding any other provision of this Agreement to the contrary and to the maximum extent permitted by applicable Laws, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the “**Bankruptcy Code**”)) and rejects this Agreement pursuant to Section 365 of the Bankruptcy Code (a “**Bankruptcy Rejection**”), then (i) any and all of the licensee and sublicensee rights of OCA arising under or otherwise set forth in this Agreement shall be deemed fully retained by and vested in OCA as protected Intellectual Property Rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor, (ii) OCA shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code, and (iii) to the extent any rights of OCA which arise after the expiration or any termination of this Agreement are determined by a bankruptcy court not to be “intellectual property rights” for purposes of Section 365(n) of the Bankruptcy Code, all of such rights shall remain vested in and fully retained by OCA after any Bankruptcy Rejection as though this Agreement were terminated or expired. OCA shall under no circumstances be required to terminate this Agreement, in whole or in part, after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this Agreement, unless and to the extent required by applicable Laws.

19.5 Termination for Adverse Change in Contractor’s Financial Condition.

If (i) Contractor receives a “going concern” explanation or qualification from its external auditor, (ii) Moody’s Investors Service lowers Contractor’s long term credit rating to Ba2 or lower, or (iii) Standard & Poor’s lowers Contractor’s long term credit rating to BB or lower and, in each case, in the reasonable opinion of OCA such change in the financial condition of Contractor may impair or otherwise compromise the ability of Contractor to perform its obligations under this Agreement, then OCA may, in its sole discretion, terminate this Agreement by giving Contractor at least thirty (30) days’ prior notice. With respect to the events described in (ii) or (iii) above, prior to exercising its right to terminate, OCA shall meet with Contractor within ten (10) Business Days following notification (or awareness) of such event and permit Contractor to submit to OCA a plan that comprehensively addresses OCA’s concerns related to Contractor’s ability to perform its obligations under this Agreement. If OCA, in its sole discretion,

determines that the plan does not adequately address its concerns, OCA shall have the right to terminate this Agreement as described above.

19.6 Absolute Right.

If Contractor becomes (i) listed on the prohibited vendors list authorized by Executive Order Number 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control, or (ii) suspended or debarred from doing business with the State or federal government as listed in the State of Texas Debarred Vendor List or the Excluded Parties List System maintained by the General Services Administration, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or, to the extent possible under applicable Law, in part, as of the termination date specified in the notice.

19.7 Lack of Sufficient Funds or Statutory Authority.

If funding for OCA's obligations under this Agreement is reduced by Law or funds sufficient to pay Contractor for the Services provided hereunder are not appropriated by applicable governing bodies or otherwise made available by Law, then OCA may, upon at least thirty (30) days' prior notice to Contractor, decrease the amount and types of the Services in such manner and for such periods of time as OCA may elect. In such event, (i) the Charges shall be adjusted downward in proportion to the portion of the Services that Contractor shall not be providing, and (ii) the Parties shall negotiate equitable adjustments to the Service Levels if and to the extent that any resulting reductions in scope or volume of Services directly affects Contractor's ability to meet the Service Levels, provided, that Contractor notifies OCA the extent to which it shall not be able to meet such Service Levels and uses commercially reasonable efforts to meet the Service Levels notwithstanding such reductions. OCA shall promptly notify Contractor if OCA believes that the necessary funding or authorizations shall not be obtained. If partial funding sufficient only for a portion of the Services shall be made available, the Parties may agree to perform their respective obligations relative to such Services, and this Agreement shall be amended accordingly. OCA is a State agency whose authority is subject to the actions of the State legislature. If funds sufficient to pay OCA's obligations under this Agreement are not appropriated by applicable governmental authorities or if OCA's statutory authority to enter into this Agreement is repealed by the State legislature or ruled unconstitutional by a court of competent jurisdiction, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice without penalty or charges to OCA. If OCA and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (a) render the continued provision of the Services impossible or unnecessary, (b) render this Agreement invalid, illegal or otherwise unenforceable, (c) substantially decrease the amount and types of the Services or (d) terminate the appropriations for this Agreement, then OCA may,

upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice, without penalty to OCA.

19.8 Termination of a Customer Contract.

If OCA elects to terminate a Customer Contract then, upon the effective date of termination for such Customer Contract, those Charges attributable to the terminated Customer Contract shall cease.

20. GENERAL

20.1 No Waiver of Sovereign Immunity.

The Parties expressly agree that no provision of this Agreement shall be construed as or constitute a waiver by OCA, Customers, or the State of any immunities from suit or from liability that OCA or the State have by operation of law (whether constitutional or statutory, whether State or federal).

20.2 RFO Errors and/or Omissions.

Neither Party shall take advantage of or exploit any errors and/or omissions in the RFO or the resulting Agreement. Each Party must promptly (but not more than two (2) days from the time in which it first becomes aware of any such situation) notify the other Party of any such errors and/or omissions that are discovered and reasonably agree to modifications consistent with the intent of the Parties as of the Effective Date of this Agreement.

20.3 Abandonment or Default.

If Contractor abandons this Agreement, OCA reserves the right to cancel this Agreement without notice and either re-solicit and re-award this Agreement or take such further action or no action in the best interest of the State or the Customer, and Contractor shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the Specifications or scope of work significantly changes.

20.4 Place of Performance.

Unless otherwise agreed to in writing, all Services performed by Contractor, its Subcontractors and agents must be performed in the United States and any Customer Data shall reside exclusively within the territorial boundaries of the United States. For avoidance of doubt, no Customer Data shall be stored in a data center or any other facility outside the territorial boundaries of the United States.

20.5 Buy Texas.

To the extent applicable and in accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of the Services,

Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the State of Texas.

20.6 Binding Nature and Assignment.

- (a) **Binding Nature.** This Agreement shall be binding on the Parties and their respective successors, permitted assigns, transferees, and delegates. Except in the instance of an assignment or transfer by OCA of all or any portion of this Agreement pursuant to **Section 20.6(b)**, the assigning Party shall remain liable for the performance of any assigned or transferred obligations hereunder.
- (b) **Assignment.** Contractor may not assign all or any portion of its rights under or interests in this Agreement (including by operation of law) or delegate, in whole or in part, any of its duties without the prior written consent of OCA, which consent will not be unreasonably conditioned, withheld or delayed; provided, however, in the event of a merger, acquisition, or purchase of substantially all of Contractor's assets, Contractor may assign this Agreement to (i) an Affiliate or (ii) a business entity that is capable of complying with and performing all obligations under this Agreement (including, if applicable, the parent company of such business entity); provided that notice to OCA of such assignment shall occur within two (2) Business Days of such assignment. OCA may, without the approval of Contractor, assign or transfer its rights or obligations under this Agreement, in whole or in part, to any other State agency as directed by the State legislature or as otherwise required under Law. The consent of a Party to any assignment of this Agreement shall not constitute such Party's consent to further assignment. Each party to whom an assignment or transfer is made must assume all or any part of Contractor's or OCA's interests in this Agreement, the Services, and any documents executed with respect to this Agreement, including its obligation for all or any portion of the payments due hereunder.
- (c) **Impermissible Assignment.** Any attempted assignment that does not comply with the terms of this Section shall be null and void *ab initio*; provided, however, that if Contractor assigns this Agreement in contravention of this Section by operation of Law, such assignment shall be voidable at the option of OCA.

20.7 Entire Agreement; Amendment.

This Agreement, including any exhibits and attachments referred to herein or attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. This

Agreement supersedes the RFO and all prior agreements, representations, warranties, promises, covenants, commitments, or undertakings, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver or discharge is sought to be enforced. To the extent that a term of this Agreement creates a conflict between the terms of any exhibit attached hereto, the terms of this Agreement shall control over those terms in an exhibit.

20.8 Notices.

- (a) **Primary Notices.** Any notice, notification, request, demand or determination provided by a Party under this Agreement shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of OCA:

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Casey Kennedy, Director of Information Services

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Mena Ramon, General Counsel

Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, TX 78701
Attention: Jonathan Lass, Outside Counsel

In the case of Contractor:

Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Abigail Diaz, Chief Legal Officer

With a copy to:

Tyler Technologies, Inc.

5101 Tennyson Parkway
Plano, TX 75024
Attention: Rusty Smith, President of Courts & Justice Division

- (b) **Written Complaints.** In addition to other remedies contained in this Agreement, Contractor may direct its written complaints regarding OCA to the following office:

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: David Slayton, Administrative Director

With a copy to the following which does not constitute notice:

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Casey Kennedy, Director of Information Services

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Mena Ramon, General Counsel

Jackson Walker
100 Congress Avenue, Suite 1100
Austin, TX 78701
Attention: Jonathan Lass, Outside Counsel

- (c) **Notice of Change.** A Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which it shall become effective.

20.9 Counterparts.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

20.10 Headings.

The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

20.11 Relationship of Parties.

Contractor, in furnishing Services hereunder, is acting as an independent contractor, and Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Contractor under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Contractor is not an agent of OCA and has no right, power or authority, expressly or impliedly, to represent or bind OCA as to any matters.

20.12 Severability.

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or portion thereof) to any person, entity, or circumstance is held to be invalid, illegal or otherwise unenforceable in any respect by a final judgment by a court of competent jurisdiction, such provision shall be deemed to be void and unenforceable. Notwithstanding the preceding sentence, the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. By entering into this Agreement, OCA makes no representations or warranties regarding the enforceability of the terms of this Agreement and OCA does not waive any applicable Law that conflicts with the terms of this Agreement.

20.13 Consents and Approval.

Except where expressly provided as being in the sole discretion of a Party, where any agreement, approval, acceptance, consent, confirmation, determination, notice, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

20.14 Waiver of Default; Cumulative Remedies.

- (a) **Waiver of Default.** A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers must be in writing and signed by the Party waiving its rights.
- (b) **Cumulative Remedies.** Except as expressly set forth herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at Law, in equity or otherwise. The election by a Party of any remedy provided for in this

Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at Law, in equity, by contract or otherwise.

20.15 Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein. Notwithstanding the expiration or any termination of this Agreement, (i) the limitations on use and disclosure by Contractor with respect to Confidential Information shall survive the expiration or any termination of this Agreement and shall be perpetual and (ii) other than the foregoing with respect to the survival of Confidential Information, each Party's confidentiality obligations under this Agreement shall continue for any period required by applicable Law or, in the absence of a required period, perpetually until such time as the Confidential Information is publicly known and made generally available through no action or inaction of the Receiving Party or any agent, employee or Affiliate thereof.

20.16 Publicity.

Contractor shall not publish any media release relating to this Agreement, including Parties to this Agreement, without the prior written consent of OCA. Contractor shall provide OCA with a copy of any such pre-approved media release not less than five (5) Business Days prior to its intended public release. Notwithstanding the foregoing, Contractor may use OCA's name in any client lists.

20.17 Service Marks.

Contractor agrees that it shall not, without OCA's prior written consent, use any of the names, service marks or trademarks of OCA or any Customer in any of its advertising or marketing materials.

20.18 Export.

The Parties acknowledge that certain Materials and technical data to be provided hereunder and certain transactions hereunder may be subject to export controls under the Laws of the United States, the European Union, the United Nations and other jurisdictions. Without limiting the Parties' obligations under **Section 14.10**, no Party shall export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws and, to the extent within Contractor's control, Contractor shall be responsible for, and shall coordinate and oversee, compliance with such export Laws in respect of such items exported or imported hereunder.

20.19 Third Party Beneficiaries.

This Agreement is entered into solely between OCA and Contractor. The Parties hereby designate Customers as third-party beneficiaries of this Agreement. Other than Customers, this Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

20.20 Covenant Against Pledging.

Contractor agrees that, without the prior written consent of OCA, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement for any reason whatsoever. To the extent OCA permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement, (i) Contractor shall continue to be OCA's sole point of contact with respect to this Agreement, including with respect to payment, and (ii) the person or entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall not be considered a third party beneficiary under this Agreement and shall not have any rights or causes of action against OCA.

20.21 Solicitation and Hiring of Employees.

Subject to applicable Laws, and except as expressly set forth herein, during the Term and for a period of twelve (12) months thereafter, Contractor shall not directly or indirectly recruit for employment in a position involved in the performance of Contractor's obligations under this Agreement, any employees of OCA without the prior approval of OCA. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

20.22 Further Assurances.

Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

20.23 Liens.

Contractor shall not file, or by its action or inaction permit, any liens on or against property or realty of OCA or any Customer. In the event that any such liens arise as a result of Contractor's action or inaction, Contractor shall remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do

so, OCA may, in its sole discretion, pay the amount of such lien, and/or deduct such amounts from payments due to the Contractor.

20.24 Covenant of Good Faith, Commercially Reasonable Efforts.

Each Party agrees that, in its performance of, and in its respective dealings with the other Party under or in connection with this Agreement, it shall at all times (i) act in good faith, and (ii) use commercially reasonable efforts (except where a higher standard is set forth in this Agreement).

20.25 Acknowledgment.

The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, with the assistance of legal counsel, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

20.26 References.

Unless otherwise directed by OCA, Contractor shall name OCA as a reference no less than five (5) times per Contract Year for those prospective Contractor customers who are governmental agencies within the United States. Notwithstanding **Section 12.1**, but subject to appropriate confidentiality arrangements and applicable Law, Contractor acknowledges and agrees that OCA may freely discuss all aspects of Contractor's performance and OCA's satisfaction with such performance with prospective Contractor customers. Contractor shall provide such prospective Contractor customers with appropriate OCA contact information.

20.27 Change in Laws.

In the event that any change(s) in applicable Laws results in an internal cost increase of 10% or more to Contractor on an annual basis for providing Production Services, then Contractor may, within one hundred eighty (180) days of the effective date of such change in applicable Laws and upon at least one hundred twenty (120) days' prior written notice to OCA, terminate this Agreement in its entirety or the impacted Services as of the termination date specified in the notice.

[Signature Page to Follow]

Authority to Execute.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

Texas Office of Court Administration

Tyler Technologies, Inc.



David Slayton
Administrative Director

Sherry Clark
Senior Corporate Attorney

8/24/2021

8/24/2021

Date

Date



Exhibit 1 - Definitions
Master Services Agreement
OCA Contract No. 212210180

Between

Texas Office of Court Administration

and

Contractor

Term	Definition
Accept, Acceptance, or Accepted	Means OCA's written acceptance of any Deliverable, which may be given or withheld in accordance with this Agreement.
Affiliate	Means with respect to an entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity at the time in question.
Agreement	Means the final version of the Master Services Agreement between OCA and Contractor relating to the subject matter of the RFO, to which this Exhibit 1 is attached.
Audit Period	Has the meaning given to it in Section 9(b) of this Agreement.
Bankruptcy Code	Has the meaning given to it in Section 19.4(b) of this Agreement.
Bankruptcy Rejection	Has the meaning given to it in Section 19.4(b) of this Agreement.
Business Day	Means each day from Monday through Friday 7:00 a.m. through 6:00 p.m. (Central Time), excluding national holidays as defined by Tex. Gov't Code § 662.003(a).
Charges	Means the fixed charges and fees for Contractor's provision of the Services.
CJIS	Means the security policies promulgated by the Criminal Justice Information Services Division of the Federal Bureau of Investigation, and which are applicable to Contractor based on the Services provided under this Agreement.
Clerk's Office	Means the office of a district or county clerk located within the State of Texas.
Commencement Date	Means 12:00 a.m., Central Time, on the day following the date of the first engagement between the Contractor and a Clerk's Office.
Confidential Information	Means (i) all information marked confidential, restricted or proprietary by either Party or Customer, (ii) any non-public, sealed or redacted Customer Data, (iii) any Highly-Sensitive Personal Information, and (iv) any other information that is treated as confidential by the disclosing Party or Customer and would reasonably be understood to be confidential, whether or not so marked. Contractor's Confidential Information shall not include Confidential Information of OCA or Customer; provided, however, that characterization of information as Confidential Information of Contractor shall not limit or restrict the

Term	Definition
	rights of OCA or Customer to exercise its rights (including rights related to auditing and benchmarking) provided for under this Agreement.
Contract Records	Has the meaning given to it in Section 9(b) of this Agreement.
Contract Year	Means each OCA Fiscal Year during the Term. If any Contract Year is less than twelve (12) months, the rights and obligations under this Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period.
Contractor	Has the meaning given to it in the preamble to this Agreement.
Contractor Owned Materials	Has the meaning given to it in Section 13.1 of this Agreement.
Contractor Personnel	Means those employees, representatives, contractors, Subcontractors, and agents of Contractor.
Contractor Sites	Means, individually and collectively, the facilities owned or leased by Contractor (or its Affiliates or Subcontractors) from which Contractor (or its Affiliates or Subcontractors) provides any Services.
Corrective Action Plan	Means a written action plan prepared by Contractor that (i) clearly identifies the applicable problem or failure, (ii) describes the desired situation going forward, and (iii) sets forth the specific steps that shall be taken to solve the identified problem or correct the identified failure.
Customer	Means any Clerk's Office that adopts the UCMS as identified and set forth in the Statement of Work, and any and all individual, system, or entity authorized by such Clerk's Office to access, use, or manage cases and use the Services provided by Contractor under this Agreement.
Customer Contract	Means the agreement between a Customer and the Contractor for the provision of the Uniform Case Management System.
Customer Data	Means any data, metadata or information of or regarding any Customer that is provided to or obtained by Contractor in connection with the performance of Contractor's obligations under this Agreement. Customer Data includes any data and information with respect to the constituency of any Customer. Customer Data also includes (i) any data filed or used in connection with the Services, including any orders, drafts of orders, judgments, evidence, accounting, timelines, schedules, order of priority, records, resources,

Term	Definition
	proceedings, appointments, and case documents, (ii) any and all other legal documents filed with, processed through, or used in or with the Services, (iii) any data that resides in or is accessed through Software or Systems provided, operated, supported, or used by Contractor in connection with the Services, as well as information derived from this data and information, or (iv) any metadata in connection with the provision of the Services. Notwithstanding the foregoing, Customer Data shall not include any Contractor Owned Materials.
Deliverable	Means any item described in the Statement of Work that constitutes a pay point and is developed for, on behalf of, or provided to OCA in the course of Contractor's performance of the Statement of Work or a Change Request.
Disaster Recovery Plan	Means the Disaster Recovery & Business Continuity Plan, as attached to the Statement of Work in Exhibit 2 to this Agreement.
Disclosing Party	Means a Party disclosing Confidential Information to the Receiving Party as permitted under this Agreement.
Effective Date	Has the meaning given to it in the preamble of this Agreement.
Fiscal Quarter	OCA Fiscal Quarters end on November 30, February 28 or 29, May 31 and August 31.
Fiscal Year	OCA Fiscal Year commences on September 1 and ends on August 31.
Force Majeure Event	Has the meaning given to it in Section 17.2(a) of this Agreement.
Highly-Sensitive Personal Information	Means an individual's (i) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); or (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account.
Historically Underutilized Business(es)	Means a business that is certified by the State of Texas in compliance with Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, §20.282(11).
HUB	Has the meaning given to it in Section 7.3(b) of this Agreement.

Term	Definition
IIRIRA	Means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.
Implementation Services	Means the activities, functions and Deliverables necessary for implementation of the UCMS described in the Statement of Work, and such other tasks as are necessary to enable Contractor to provide the Services.
Income Tax	Means any tax on or measured by the net income of a Party (including taxes on capital, net worth or revenue that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax, or franchise tax for the privilege of doing business.
Initial Term	Has the meaning given to it in <u>Section 3.1(a)</u> of this Agreement.
Intellectual Property Right	Means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, privacy, proprietary, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
IRS	Means the Internal Revenue Service, a division of the U.S. Treasury Department responsible for collecting taxes.
Laws	Means all federal, state, and local laws, statutes, ordinances, and regulations applicable to the Services.
Losses	Means all costs, losses, liabilities, damages (including punitive and exemplary damages), fees (including attorneys' fees), fines, penalties, settlements, judgments, interest and claims (including taxes), in each case that a court may award to a Party or Third Party or which are otherwise included in the amount payable to a Party or Third Party and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties), as incurred.
Major Release	Means a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from "7.0" to "8.0," but may be identified by

Term	Definition
	the industry as a major release without the accompanying integer change.
Malicious Code	Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program, or sub-program, or to halt, disable, or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code.
Malicious Code Recovery Services	Has the meaning given to it in <u>Section 14.9</u> of this Agreement.
Materials	Means all reports, management plan, issue management plan, project deployment plan, project schedule, configuration plan, stakeholder outreach, communication plan, any other plans, artifacts, formulae, algorithms, processes, process improvements, procedures, designs, concepts, methodologies, trade secrets, technology, equipment, Software (in both object and source code form), databases, Specifications and all records thereof, including documentation, design documents and analyses, interface documentation, studies, tools, plans, models, flow charts, reports and drawings.
Minor Release	Means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include "Maintenance Releases" which are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific Contractor Service Level or maintenance obligations, and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as "7.12" to "7.13."
New Services	Means services requested by OCA, Customer or required by applicable Laws (without limiting the obligation of the Parties under <u>Section 4.3</u> of this Agreement) that are within the scope of the RFO and (i) that are different from the Services, (ii) that require materially different levels of effort or resources from Contractor to provide the Services, and (iii) which are not required for Contractor to meet the Service Levels. For the avoidance of doubt, New Services shall not include (a) increases in the volume of Services, (b) the disaggregation

Term	Definition
	of an existing service from the Statement of Work, or (c) any Major Releases or Minor Releases.
Non-Disclosure Agreement (“NDA”)	Has the meaning given to it in Section 9(c) of this Agreement.
Notice of Election	Has the meaning given to it in Section 16.6(a) of this Agreement.
Office of Court Administration (“OCA”)	Has the meaning given to it in the preamble to this Agreement.
OCA Code of Ethics	Means OCA’s ethics code and policies, including the conflicts of interest and sanctions rules and policies.
OCA Confidential Information	Means Confidential Information of OCA, and includes Customer Data, attorney-client privileged materials, attorney work product, research information, information that contains trade secrets, human resources and personnel information, or other information or data obtained, observed, received, transmitted, processed, stored, archived or maintained by Contractor under this Agreement.
OCA Indemnitees	Has the meaning given to it in Section 16.1 of this Agreement.
OCA Information Resources Manager	Means the individual to whom all Contractor communications concerning this Agreement may be addressed, designated by OCA.
OCA Standard(s)	Means (A) the standards, policies, practices, processes, procedures and controls to be adhered to and enforced by Contractor in the performance of the Services, including those identified in this Agreement, and (B) the associated IT technologies architectures, standards, products, and systems to be provided, operated, managed, supported and/or used by Contractor in connection therewith.
Party and Parties	Has the meaning given to it in the recitals to this Agreement.
Personal Data	Means that portion of Customer Data that (i) is subject to any Privacy Laws (including, but not limited to, information which OCA discloses that consists of personal Confidential Information); (ii) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (iii) can be used to authenticate an individual (including, without limitation, employee identification

Term	Definition
	numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, answers to security questions, or other personal identifiers).
Privacy Laws	Means Laws relating to data privacy or data protection.
Production Services	Means all Services rendered in connection with hosting, transitioning, supporting, and maintaining the UCMS.
Quality Assurance	Means the actions, planned and performed, to provide confidence that all processes, Systems, Software, and components that influence the quality of the Services are working as expected individually and collectively.
Quarterly Charges	Means Charges due and owing in any quarter during the Term, including, to the extent applicable, payments for Services.
Quarterly Invoice	Has the meaning given to it in Section 11.1(b) of this Agreement.
Receiving Party	Means a Party receiving Confidential Information of the other Party.
Renewal Term	Has the meaning given to it in Section 3.1(b) of this Agreement.
Request for Offer ("RFO")	Has the meaning given to it in the recitals of this Agreement.
Response	Has the meaning given to it in the recitals of this Agreement.
Root Cause Analysis	Means the formal process to be used by Contractor to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.
Secondary Fail-Over Facility	Has the meaning given to it in Section 7.1(a)(iii) of this Agreement.
Security Incident	Means any unauthorized access of or compromise to the security, confidentiality, or integrity of Customer Data.
Service Level Agreement	Means the Service Level Agreement set forth in Exhibit 3 to this Agreement, and its related attachments.
Service Level Reimbursements	Means the monetary amounts that the Contractor shall be obligated to pay to OCA, as more detailed in the Service Level Agreement.

Term	Definition
Service Levels	Means, individually and collectively, any of the following: the availability up-time requirements, quantitative and qualitative performance standards for the Services, the error severity levels and corresponding required service level responses, response times, resolution, resolution times as set forth in the Service Level Agreement and all other service level requirements set forth in the Service Level Agreement.
Service Taxes	Means all sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by OCA from Contractor, excluding Income Taxes.
Services	Means all services, functions and responsibilities to be performed by Contractor under this Agreement and the Statement(s) of Work, including, but not limited to, all services in connection with operating, supporting, maintaining and transitioning the Uniform Case Management System, including any Disaster Recovery Services, any New Services, and Termination Assistance Services.
Software	Means all Materials consisting of Software programs and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), including antivirus software, application software, development tools, and system software.
Specifications	Means the technical, design and/or functional specifications in OCA's description of any Services in the Statement of Work, or otherwise agreed upon in writing by the Parties.
State	Means the State of Texas, unless expressly stated otherwise.
Statement on Standards for Attestation Engagements ("SSAE")	Has the meaning given to it in <u>Section 9(c)</u> of this Agreement.
Statement of Work	Means the statement of work in <u>Exhibit 2</u> to this Agreement and its related attachments, each as amended, modified, or supplemented from time to time.

Term	Definition
Subcontractors	Means subcontractors (of any tier) of Contractor, including Affiliates of Contractor, performing, supporting, or maintaining the Services under this Agreement pursuant to <u>Section 7.3</u> of this Agreement.
System	Means an interconnected grouping of manual or electronic processes, including Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, upgrades or enhancements to such System and all Systems installed for OCA or any Customer during the Term.
Term	Has the meaning given to it in <u>Section 3.1(b)</u> of this Agreement.
Termination Assistance Services	Has the meaning given to it in <u>Section 4.2</u> of this Agreement.
Third Party	Means, whether or not capitalized, a legal entity, company, or person(s) that is not a Party to this Agreement and is not an Affiliate of a Party.
Third Party Materials	Means Materials that are owned by Third Parties, including any Subcontractors that are Third Parties, and provided under license or lease to Contractor and that (i) have been or will be used to provide or receive the Services, or (ii) constitute programs or programming licensed and/or leased to Contractor during the Term.
UCMS	Means the uniform case management system as defined in the recitals of this Agreement.
Warranty Period	Means the period commencing on the Effective Date and continuing until the expiration or termination of the Term.
Work Product	Means (i) all reports and plans, including business requirements documents, design documents, manuals, training and knowledge transfer materials and documentation, and (ii) any literary works and other works of authorship created under this Agreement that express, embody or execute or perform a function, method or process that is specific to the business of OCA or Customer.

Statement of Work

Below are the high-level expectations of the project implementation:

- Standard case management functionality with no customizations per county (local configuration is allowable and expected)
- Case management system including all case types handled by district / county courts
- Web service capabilities or inclusion of web service calls with identified integrators (e.g., TxDPS and OCA)
- Ability to export all data using the National Open Data Standards (NODS) model
- Implementation primarily by Clerks in rural counties with an approximate population of 20,000 who elect to implement UCMS
- Provide APIs to enable system interfaces with relevant systems (e.g., eFileTexas including document access)

Contractor shall perform the services as described below. It is expected that implementation services for the early adopter implementation will be of higher level of effort than subsequent rollouts as the baseline configuration will be established during the early adopter implementation. Specific details are discussed further in this Statement of Work section and captured in **Attachment 2-1** Requirements, but a summary is provided below.

Table 1: Implementation Services/Deliverables

Services/Deliverables	Early Adopter	Subsequent Rollouts
Project Initiation	•	<i>Subset</i>
Requirements Analysis and/or Validation	•	<i>Subset</i>
Solution Design Activities	•	<i>Subset</i>
Development and Configuration	•	<i>Subset</i>
Testing	•	•
Training and Knowledge Transfer	•	<i>Subset</i>
Deployment and Go-Live	•	•
Production Transition	•	<i>Subset</i>

Once a Clerk's court has gone live, the Contractor will provide production services. Production services include:

- End-User support (including a support center for all users of the system)
- Ongoing maintenance & support services
- Hosting

The selected Contractor shall maintain code tables within UCMS (see table below) for the duration of the Agreement.

Contractor Responsibility	Code Tables
The addition, modification, or deletion of the following codes:	Offense Codes, Fines and Fees, Event and New Case Types, and Filing Types to be provided by OCA or a Clerk's Office.

OCA will work with the Texas Department of Public Safety (TxDPS) and other state entities to provide the Contractor with a list of codes that must be updated by the Contractor into UCMS. The code table update intervals will occur at most quarterly.

The Contractor will propose how they will deliver the initial implementation for the first Clerk's Office followed by phased add-on implementations for future contracting Clerk's Offices.

The following sections identify detailed project scope information related to implementation and production services.

1.1 Project Initiation

The Contractor will provide project management for the duration of the project. The Contractor will provide resources to execute all project management tasks, functions and activities described in the table below (Project Initiation Activities and Work Products). In addition, the Contractor will maintain and update project activities and associated work products on a timely, regular, and ongoing basis.

Objective(s):

1. Develop an understanding of the needs and challenges to implement an expedient, seamless, and minimally disruptive implementation of the new solution.
2. Engage with OCA technical and business stakeholders to generate understanding and trust in the product and implementation team.

The Contractor shall be responsible for the following Project Initiation activities and work products:

Table 2: Project Initiation Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Conduct project pre-planning and preparation – Conduct planning meetings with OCA and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for the project related to project management responsibilities. • Develop project kickoff materials – Conduct a project kickoff meeting with key stakeholders within 	<ol style="list-style-type: none"> 1) Project Management Plan – Describes the overall project management approach and schedule throughout the lifecycle of the project. The Project Management Plan will define the following (at a minimum): <ol style="list-style-type: none"> a) Risk and Issue Management Plans & Logs – Risk and Issue Management Plan, Escalation Plan, and Risk and Issue Register (which must comply with the requirements of the Texas Project Delivery Framework). b) Integrated Change Management Plan – Outlines the process for identifying, evaluating, authorizing, and implementing proposed changes in requirements, schedule, and budget, as well as solution design and acceptance criteria. <ol style="list-style-type: none"> i) For change management, a change is defined as any modification within the scope of the RFO that is reasonably related to the SOW content including any

Activities	Work Products
<p>thirty (30) days of contract execution. The kickoff meeting will provide an overview of the project objectives, plans, project scope and schedule, introduce the Contractor’s project team and roles and responsibilities, and outline project start-up procedures.</p> <ul style="list-style-type: none"> • Develop weekly status reports and schedule ongoing communications for the project • Provide Ongoing Project Management Duties – Provide weekly project plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Contractor’s Project Manager shall participate in project Steering Committee meetings and JCIT quarterly meetings as required. 	<p>content in all SOW attachments, such as the Requirements Traceability Matrix (RTM). If a potential change is identified by a member of the project team, including the Contractor or OCA (or other internal/external stakeholder), then the change management process outlined below shall be used to initiate a formal Change Request. Similarly, whenever significant deviations are anticipated or reported against implementation processes, schedule or cost, a Change Request is required to re-baseline the project.</p> <ul style="list-style-type: none"> ii) Change Requests can be initiated at any stakeholder level and may or may not require a formal contract change depending upon its scope. Either OCA or Contractor may initiate a Change Request for a desired process change, additional funding, and/or a longer timeline as conditions may change on the project over time. iii) During the project, all potential Change Requests must be brought to the Steering Committee (SC) that is composed of key stakeholders from the Texas Judiciary and OCA executive staff and facilitated by the OCA Project Manager. The SC serves as the “Change Control Board” for this project. The Change Request must contain, at a minimum, the description of the change, the schedule to implement the change, and a fixed price based on the number of hours required. iv) The SC is responsible for making decisions on approval/rejection and subsequent prioritization and timing of all Change Requests. v) When the SC reviews Change Requests, the SC may approve the Change Request, consider alternatives, direct the project team to do more research, reject the Change Request and continue the project, or reject the Change Request and request a different change. The SC considers whether the Change Request undermines or supports the project benefits or the project alignment with OCA’s major goals, strategy, budget, and/or direction. vi) Any changes to the Statement of Work or the Service Level Agreement are subject to OCA’s prior written approval. In the absence of any modifications, the performance targets, Service Level Requirements, and measurement intervals in the Service Level Agreement shall apply during the Term of the Agreement.
<ul style="list-style-type: none"> • Deployment Planning – Conduct a vision session workshop with OCA, Early Adopter Clerk’s Office, and other stakeholders during the Early Adopter Clerk’s Office implementation to finalize approach for deploying the solution into production, including 	<p>2) Project Deployment Plan (e.g., transition planning to finalize phased rollout details) –</p> <ul style="list-style-type: none"> a) Finalized approach for deploying the solution into production including any phasing strategies, site specific considerations, and benefits and risks of strategy: <ul style="list-style-type: none"> i) Overview of the current environment and considerations for deployment.

Activities	Work Products
<p>possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives.</p> <ul style="list-style-type: none"> • Develop Project Deployment Plan 	<ul style="list-style-type: none"> ii) Identification of high-risk transition areas and impact, mitigation strategies, and recommended mitigation actions. iii) Any ongoing risks, based on finalization of phasing approach, must be tracked in a risk log. iv) Any decisions that impact the schedule must be documented in the project schedule. v) Any cutover consideration(s) must be documented in the final Cutover Plan. <p>b) Contractor must also provide a finalized project organization chart.</p>
<ul style="list-style-type: none"> • Develop a baseline project schedule to reflect the project timelines, milestones, and deliverables 	<p>3) Baseline Project Schedule – Project work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project that is developed and maintained in accordance with industry best practices. The work plan will reflect any changes from the baseline plan originally agreed to during the project initiation and be updated/published on a weekly basis. The project schedule will include the following components (at a minimum):</p> <ul style="list-style-type: none"> a) A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Contractor. b) Resources (OCA, other stakeholders, Contractor, and third-party contractors) assigned to each activity and their required level of effort. c) A list of all required project deliverables tied to the appropriate project milestones. d) Identification of all key project milestones. e) Deliverable approval periods compliant with OCA's Deliverable Expectations Document process as described in the following section Deliverable Expectations Document. f) A critical path analysis and reporting process.
<ul style="list-style-type: none"> • Develop Configuration Management Plan 	<p>4) Configuration Management Plan – Describes the following (at a minimum):</p> <ul style="list-style-type: none"> a) Approach for managing programming changes, third-party software, and configuration settings made in the system, including testing, final approval of deployment, and deployment. b) How Contractor will create (and maintain) a Configuration Items Log that captures configuration items in a register, including identified baselines under control that complies with the requirements of the Texas Project Delivery Framework.
<ul style="list-style-type: none"> • Develop Stakeholder Outreach and Communication Plan 	<p>5) Stakeholder Outreach and Communication Plan – Outreach to stakeholder groups to ensure a successful transition to the Solution and after cutover is complete. The plan applies specifically to stakeholder groups that are outside of OCA but are impacted by UCMS. The plan must include the following elements (at a minimum):</p>

Activities	Work Products			
	<p>a) Summary of Plan: Description of the methodology or approach that the Contractor will use to engage with the identified stakeholder groups.</p> <p>b) Communication Channels: Information related to the type of communication channels that the Contractor intends to use.</p> <p>c) Tools or measures to assess progress: Information on how the Contractor intends to measure progress and any tools required.</p> <p>d) Established timeline: Timeline for outreach activities.</p> <p>e) Stakeholder Engagement Table: submit the following table of proposed methods of outreach and involvement for various stakeholders:</p>			
	<p>Methods of Engagement</p>	<p>Stakeholder</p>	<p>Purpose</p>	<p>Level of Involvement</p>
	<p><Insert methods of engagement></p> <p>For example: Recorded webinar</p>	<p><Identify stakeholder group></p> <p>For example: Texas Bar Association</p>	<p><Insert purpose of the engagement></p> <p>For example: Awareness of new State EFSP protocols</p>	<p><Estimate duration of involvement ></p> <p>For example: Recorded webinar available one month prior to go live</p>
<ul style="list-style-type: none"> • Develop Deliverable Expectations Documents – Define the approach and criteria for satisfactory completion and approval of all deliverables. 	<p>6) Deliverable Expectations Documents – for all project deliverables</p> <p>The Contractor will develop the Project Deliverable Expectations Documents, which describe the proposed high-level outline and format of each deliverable. The document will be developed by tailoring an existing template in collaboration with OCA. OCA and the Contractor will agree on the Project Deliverable Expectations Documents at the beginning of the project and confirm the Project Deliverable Expectations Documents before each subsequent deliverable phase.</p> <p>No work will be performed on any deliverable associated with a payment milestone until all Deliverable Expectations Documents have been approved in writing by the OCA Project Manager. As each project deliverable is submitted, the Contractor must include a copy of the associated Deliverable Expectations Document as the cover sheet.</p> <p>All contract deliverables are given a unique number and tied to the project schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked. OCA’s project SharePoint site will be utilized as the repository of record for deliverables.</p> <p>Deliverables prepared by the Contractor shall be subject to the review and approval of the OCA Project Manager or designee. The Contractor must be prepared to provide walkthroughs of deliverables in order to facilitate the OCA deliverable reviews. OCA will review, approve, or require modification to the Contractor’s deliverables. Approval shall be granted if the deliverable conforms to the requirements of the Deliverable Expectations Document. OCA shall notify the Contractor within ten (10) business days of its receipt of a</p>			

Activities	Work Products
	<p>deliverable, or as otherwise agreed to by OCA and Contractor, of its approval or rejection, with the reason(s) for rejection and what the Contractor must do so that the deliverable will be acceptable. The Contractor shall have five (5) business days, or as otherwise agreed to by OCA, to correct the deliverable and resubmit the deliverable for OCA review.</p> <p>The Contractor should consider the review process when developing schedules, project plans, and timelines. Specific deliverables and acceptance criteria will be finalized based on an offer response to the RFO solicitation and any subsequent negotiations.</p> <p>The Contractor must provide any formal meeting presentation materials no less than five (5) business days ahead of the actual meeting for OCA review. In some cases, agencies like to prescribe the date the milestone must be completed (e.g., week 3) or other constraints.</p> <p>The Contractor and OCA will agree on the format and acceptance criteria for each project deliverable. The format of the Deliverables Expectations Documents will be defined within six (6) weeks from the Effective Date of the MSA.</p>

1.2 Requirements Validation

The Contractor will review the functional and nonfunctional requirements attached as **Attachment 2-1**.

Objective(s):

Validate the Contractor’s understanding of the Requirements and submit a Requirements Traceability Matrix.

The Contractor shall be responsible for the following Requirements analysis and/or validation activities and work products:

Table 3: Requirements Validation Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Review related background documentation • Meet with business and technical stakeholders to understand business objectives, activities taken to date, progress efforts, and other relevant information • Understand target datasets and the future-state solution • Provide a Requirements Traceability Matrix – Contractor shall review the functional and non-functional requirements defined in <u>Attachment 2-1</u> to validate the Contractor’s understanding of the requirements to meet 	<p>Requirements Traceability Matrix – A Requirements Traceability Matrix based on <u>Attachment 2-1</u> that may include any design considerations, gaps, issues, or risks that need to be addressed throughout the project and should be maintained over time to track the status of each requirement.</p>

<p>stakeholders' in-scope expectations, if any, and identify areas for discussion.</p> <ul style="list-style-type: none"> • Conduct sessions with OCA and appropriate stakeholders for each individual subsequent implementation to validate understanding of the Requirements Traceability Matrix 	
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1.3 Solution Design

The Contractor will collect and review the current-state of the Early Adopter Clerk’s Office and hold visioning sessions with the OCA and the Early Adopter Clerk’s Office limited to configuration of system – or global – code tables listed below, Contractor’s structured configuration approach whereby Contractor configures limited local configuration.

Table 4: Solution Design Activities and Work Product

Activities	Work Product
<p>Conduct workshops – Engage stakeholders to collect design-level requirements.</p> <p>Create future-state conceptual design – Create conceptual future-state design documentation for application, data/content, and integration architectures, and all activities required to achieve the overall application architecture associated with the UCMS.</p>	<p>Global Conceptual Design Documentation – shall include, but not be limited to, the following content:</p> <ul style="list-style-type: none"> Description of implementation methodology (e.g., agile and waterfall) Plan to manage those system-wide, or global, code tables Description of global user interface(s) Solution global software configuration and setup requirements Global report specifications Global interface descriptions Global Security design: User Roles (including User Accounts, eSignatures, User Security Case Manager Rights and Roles, Case Security, Officers and Agencies), Forms, Organization Chart <p>Local implementation future-state solution documentation, which may include but is not limited to:</p> <ul style="list-style-type: none"> Solution software configuration and setup requirements per implementation <p>Offense Codes, Hearing Types (including Courtrooms)</p> <p>User Roles (including User Accounts, eSignatures, User Security Case Manager Rights and Roles, Case Security, Officers and Agencies), Forms, Organization Chart Node</p>

1.4 Development and Configuration

The configuration will be led and completed by Contractor having consulted with OCA and the Clerk’s Office, to complete necessary local configuration. Configuration for this project includes all case types supported by the County and District Clerks’ Offices. Business processes are limited to processes pre-configured with the Early Adopter Clerk’s Office. Contractor’s development activities will be consistent with terms of the Requirements found in **Attachment 2-1**.

Table 5: Development and Configuration Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Develop the Solution Implementation Plan – Contractor shall describe the Solution implementation approach throughout application design, interface design, and conversion design. 	<ol style="list-style-type: none"> 1) The Solution Implementation Plan shall include the following (at a minimum): <ol style="list-style-type: none"> a) How the Contractor will provide all system management tools for all environments and manage all configuration efforts using industry-standard software development tools and methodologies <ol style="list-style-type: none"> i) Ensure that the Solution conforms to defined standards for System design and Systems architecture ii) Detail the approach to gather design-level specifications and develop the design documentation for custom built components such as interfaces iii) Detail plans for integrating the UCMS with systems in use by OCA, Clerk’s Offices, and other external organizations iv) Contractor shall provide the following sub-component plans that describe the following (at a minimum): v) <u>Security Plan</u>: <ol style="list-style-type: none"> (1) Approach for monitoring UCMS security, including how it complies with applicable security protocols, and regulations (2) Approach for keeping UCMS security capabilities current with evolving known and potential security threats (3) Security incident response plan details that describe the following (at a minimum): <ol style="list-style-type: none"> i. Security roles and responsibilities, mission statement, key terms governing incident response, identification of an incident response lead, and incident detection channels ii. Strategy to identify and categorize incidents iii. Process to communicate, contain, eradicate, and recover from incidents iv. Post-incident activities to ensure continuous security improvement vi) <u>Disaster Recovery & Business Continuity Plan</u>: <ol style="list-style-type: none"> (1) Approach for initiating disaster recovery and/or business continuity procedures to

Activities	Work Products
	<p>be undertaken in the event of a disaster affecting UCMS</p> <ol style="list-style-type: none"> (2) Approach for ensuring all information necessary to restore operational service in the event of a disruption are correct and up to date (3) Functional roles and responsibilities of recovery teams (4) Description of recovery scenarios that can be implemented (5) Recovery activities to be exercised and frequency of testing (6) Description / location of data backups, inventories, or other related documentation that must be recorded <p>vii) <u>Infrastructure Services Plan:</u></p> <ol style="list-style-type: none"> (1) Definition of each UCMS environment (e.g., production, staging, and testing) (2) Approach for maintaining application and infrastructure component consistency across all UCMS environments (3) Approach for certifying and/or providing quality assurance of UCMS environments (4) Approach for managing programming environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production (5) Approach for communicating and supporting testing of UCMS environments with external organizations/systems (6) Approach for establishing initial capacity and anticipated growth requirements for UCMS including but not limited to storage, processing, and network bandwidth (7) Approach to performance tuning to ensure the Solution operates optimally and within defined service levels. Services shall include (at a minimum): <ol style="list-style-type: none"> (i) Impact analysis of upcoming patches and upgrades (ii) Modifications to Contractor-provided components and configurations to support upcoming patches and upgrades

Activities	Work Products
	<ul style="list-style-type: none"> (iii) Testing and deployment of patches and upgrades in all environments (iv) Continuous health checks of the production system (v) Continuous tuning and other required system level administration (vi) Recommendations for system performance tuning (vii) Application modifications required to support scheduled infrastructure upgrades (8) Approach for monitoring on-going usage and growth patterns of UCMS resources including for cumulative growth and peak usage patterns (9) Approach for deployment of additional capacity as specified in the original plan and per the results of on-going capacity monitoring (10) Approach for preventative and unplanned services to UCMS services (11) Documentation of third-party infrastructure service providers and associated communication and management processes viii) <u>Communication Protocols</u>: Communication protocols inclusive of OCA and Courts for infrastructure services
<ul style="list-style-type: none"> • Configure the Solution based on the Requirements Traceability Matrix (RTM), approved Implementation Plan and detailed design requirements identified in the previous phase through configuration, interface development, and other applicable development-related activities according to the Contractor's software implementation methodology • Integrate all components of the solution (all in-scope software, systems, and interfaces) • Enable and configure for use all reports 	<p>No formal Work Product associated; however, during this time the Contractor should seek opportunities to involve stakeholders early on, including demonstrations of prototypes and working functionality.</p> <p>Contractor will update the RTM to show areas of configuration and business process or other functionality used to satisfy each requirement.</p>
<ul style="list-style-type: none"> • Create a Cutover Plan – Contractor shall perform go-live cutover planning activities to assess transition 	<p>2) The Cutover Plan shall include (at a minimum):</p> <ul style="list-style-type: none"> a) A preliminary cutover schedule that clearly defines key milestones, deliverables, tasks, and

Activities	Work Products
<p>readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments.</p>	<p>responsibilities (the Cutover Plan will be updated prior to go-live)</p> <p>b) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered</p> <p>c) Pre-cutover checklist and post-cutover evaluation criteria:</p> <p>Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go / no-go decisions related to overall readiness / preparedness for going live on UCMS</p>

1.5 Testing

The Contractor will develop, conduct, and provide support to OCA and the applicable Clerks in the development and execution of a test plan, test scripts, test cases and test input data. Contractor will lead all testing efforts (except for UAT).

Objective(s):

1. Prepare a detailed plan to test all aspects of UCMS and implement a tracking tool to log system defects from identification through resolution.
2. Track expected versus actual test results, track all defects and resolutions, and document rework and retesting efforts for all in-scope test and defect types (refer to the tables below).

Table 6: Scope of Testing Types

Testing	Definition	Participants	Timing
<p>Unit Testing</p>	<p>Test the individual units of source code or smallest portion of UCMS that will be included in the unit test.</p>	<p>Contractor</p>	<p>During the Execution Phase (e.g., configuration and development); completed satisfactorily prior to moving into System Testing</p>
<p>Integration Testing</p>	<p>Test an assemblage of units to ensure they work properly together.</p> <p>The Contractor shall perform integration testing to validate the successful exchange of information between the UCMS and all interfacing systems. The Contractor shall coordinate interface testing with third party entities and stakeholders.</p>	<p>Contractor, third-party vendors, external or internal stakeholders as appropriate</p>	<p>During Interface Development and System Testing</p>

Testing	Definition	Participants	Timing
System Testing	<p>Test the entire UCMS including components that will be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required and verifies and validates that a system can work in production.</p> <p>The Contractor shall perform end-to-end system testing and resolve any defects discovered, until system test results are produced to demonstrate the successful operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.</p> <p>Only Defect Levels 1 and 2 shall prevent a Clerk's Office from entering production use of the application or system.</p>	Contractor, third-party vendors, external or internal stakeholders as appropriate	Occurs once development is "code complete" for each implementation; must be completed satisfactorily prior to User Acceptance Testing
Security / Intrusion Testing	Test the authentication, authorization, and data protection of the application.	Contractor, third-party vendors, external or internal stakeholders as appropriate	Must be completed prior to cutover for each implementation

Testing	Definition	Participants	Timing
User Acceptance Testing (UAT)	<p>Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity.</p> <p>The Contractor shall support UAT testing activities conducted by OCA and business stakeholders and resolve defects to ensure UCMS functions properly and meets the acceptance criteria for exiting the testing phase.</p>	OCA & business stakeholders	Occurs after System Testing and prior to go live for each implementation
Stress / Performance Testing	<p>Test 'transaction processing' capacity of the 'system' when the system refers to a process, application, or infrastructure to look at behavior with standard, increased and decreased workload.</p> <p>The Contractor shall perform performance testing to validate the eventual full-scale use of the system by all Clerk's Offices, including simulating the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until reasonable performance measures are met and are expected to be met under full operational conditions.</p> <p>The Contractor shall work with third-party network resources to perform a network analysis to determine any likely network deficiencies leading to poor system testing results.</p>	Contractor	Part of System testing; must be completed prior to UAT for each implementation

Testing	Definition	Participants	Timing
Regression Testing	<p>Retest a previously tested 'system' prior to software release or version upgrade to ensure that faults have not been introduced/uncovered as a result of the changes from the upgraded software release or version.</p> <p>Common tests include re-runs of previous functional tests and checks of re-emerging previously fixed faults.</p> <p>Testing limited against the processes established with the Early Adopter Clerk's Office. OCA to notify Contractor of any changes to the processes established with the Early Adopter.</p>	Contractor	Between Phased Deployments

The Contractor shall be responsible for the following Testing activities and work products:

Table 7: Testing Activities and Work Products

Activities	Work Products
<p>Develop test plan based on Table 6: Scope of Testing Types which outlines the scope of testing, Contractor's responsibilities, and Clerk's Office responsibilities</p>	<p>1) The Test Plan shall describe the Contractor's approach for conducting all testing, including:</p> <ul style="list-style-type: none"> a) Approach to complete all testing activities of UCMS. Specifically address: <ul style="list-style-type: none"> i) Systems integration testing per acceptable response times as agreed to by the Contractor and OCA ii) Stress / performance testing, including pass criteria that can handle the transaction load data iii) Security / Intrusion testing, including assurances that security controls delineated through TAC 202 are met iv) Test data creation approach, including data refresh processes v) Automated Test Usage (optional, but preferred by OCA) vi) User acceptance testing scripts and support vii) Defect remediation release strategy and regression testing

Activities	Work Products
<ul style="list-style-type: none"> • Set Up and Manage Test Environment – The Contractor shall plan, design, and implement a test environment that replicates the production environment and network connectivity. The Contractor shall load the test environment with enough data to perform effective testing. • Contractor shall develop detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process 	<p>2) Test Scripts</p> <ul style="list-style-type: none"> a) Step-by-step documentation of interaction between user and system and the expected behavior and pass/fail criteria for testing b) Test scripts should provide adequate testing coverage of the solution to ensure that all critical aspects of the solution have been properly tested
<ul style="list-style-type: none"> • Conduct System Testing and Resolve Defects – For each defect identified during testing, using the defect levels defined in Exhibit 3: Service Level Agreement, Contractor will correct Defect Levels 1 and 2 prior to production • Contractor shall perform performance testing of the Early Adopter implementation to validate the eventual 200% of full-scale use of the system by all Clerk’s Offices, including simulating the anticipated growth in the number of users, documents, and storage requirements as the system is deployed • Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions • Submit Final System Testing Results 	<p>3) System Test Results that describe the following (at a minimum):</p> <ul style="list-style-type: none"> a) Date scenario was executed b) Person who executed the scenario c) Test result status (pass/fail) d) Defects discovered e) Retest dates and results f) Justification for exiting System Test stage, including performance testing success

Activities	Work Products
<ul style="list-style-type: none"> • Support UAT, Defect Resolution, and Submit UAT Results 	<p>4) Contractor shall be responsible for supporting UAT processes and ensuring UAT is completed with defects resolved to ensure UCMS is functioning properly. Contractor consultation and troubleshooting assistance of solution testing (approximately 4 consecutive days) by Clerk's Office until Defect Levels 1 and 2 issues are resolved. For each test scenario during UAT, the test results shall describe (at a minimum):</p> <ol style="list-style-type: none"> a) Acceptance test results for the overall UCMS and for each in-scope Clerk's Office deployment b) Date scenario was executed c) Person who executed the test scenario d) Test result status (pass/fail) e) Defect, priority, and resolution log f) Retest dates and results g) Justification for exiting UAT stage

1.6 Training and Knowledge Transfer

The Contractor(s) will be responsible for developing knowledge transfer and training plans, developing training materials, and conducting training and training evaluations for OCA, Clerk's Offices, Judicial Officers and Justice Partners, where appropriate.

Objective(s):

1. Train each user on the system functionality and how to perform their day-to-day tasks within the system.
2. Deliver training courses defined in the Training Plan and provide a Training Completion Report.

The Contractor shall be responsible for the following Training and Knowledge Transfer activities and work products:

Table 8: Training and Knowledge Transfer Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Prepare a Training Plan, detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each • Develop a detailed training curriculum, prepare training materials, and deliver 	<p>1) Training Plan – Contractor shall create a Training Plan and provide training curriculum and materials that describe the following (at a minimum):</p> <ol style="list-style-type: none"> a) Course list b) Target audience role descriptions c) Specific learning objectives for each user and to increase users' readiness to perform their expected roles d) Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that OCA is to furnish

Activities	Work Products
<p>training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other OCA and Clerk’s Office staff</p>	<p>e) Training calendar indicating the specific attendees and locations for all user training sessions; the calendar shall also indicate any planned phases or iterations in the delivery of training</p> <p>2) Training Curriculum and Materials:</p> <p>a) Course presentation materials / user manuals (Trainer Version)</p> <p>b) Course presentation materials that are current with the configuration and production release</p> <p>c) Recorded training videos</p> <p>d) Student training exercises</p> <p>e) Pre-assessment and post-assessment materials</p> <p>f) Training data specifications for training exercises (if applicable), including training data initialization procedures</p>
<ul style="list-style-type: none"> • End User Training • Deliver training courses defined in the Training Plan and provide a Training Completion Report • Provide adequate end user support whether through user manuals or on-line help 	<p>3) Training Completion Report – Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report that includes the following (at a minimum):</p> <p>a) Summary of all training provided including course, date and attendees</p> <p>b) Summary of the training exercise results</p> <p>c) General observations of completed training and future training recommendations</p> <p>d) Satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes)</p> <p>End User Training for the Early Adopter includes up to two weeks in duration, utilizing one Tyler resource for up to twenty participants.</p> <p>End User Training for each subsequent implementation includes up to one week, utilizing one Tyler resource for up to twenty participants.</p>

1.7 Deployment and Go-Live

The Contractor(s) will deploy UCMS in accordance with the phased deployment strategy and cutover plan. Deployment will include cutover to the Solution, activation of interfaces, providing go-live support, issue resolution, and conducting post-go-live assessment.

Objective(s):

Finalize and execute the set of activities identified in the Cutover Plan to cutover UCMS into production, according to a phased approach whereby UCMS will be deployed in participating Clerk’s Offices over time.

The following table identifies the minimum Deployment / Go-Live activities and work products the Contractor shall be responsible for:

Table 9: Deployment and Go-Live Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the UCMS application and operation 	<p>1) Readiness Report to inform Go/No-Go decision</p>
<ul style="list-style-type: none"> • Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support 	<p>2) The following updated plans that should include, at a minimum, components defined within this SOW and as agreed to with OCA during the implementation project:</p> <ul style="list-style-type: none"> a) Risk and Issue Management Plans (note associated logs would carry over from the project to production) b) Integrated Change Management Plan c) Deployment Plan d) Configuration Management Plan e) Stakeholder Outreach and Communication Plan f) Security Plan g) Disaster Recovery and Business Continuity Plan h) Infrastructure Services Plan i) Help Desk Support Plan j) Test Plan k) Training Planning, Curriculum, and Materials
<ul style="list-style-type: none"> • Submit the final As-Built System documentation 	<p>3) Contractor shall provide final as-built configuration documentation of each of the delivered environments, including the results of smoke tests of those environments. Contractor shall provide documentation specific to the OCA's UCMS implementation.</p> <p>4) Contractor shall provide technical documentation of sufficient depth and clarity to enable technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all global and Clerk's Office administration and operation duties, and to plan for potential future integration with other applications.</p>
<ul style="list-style-type: none"> • Submit the Cutover Completion Report • Start providing Production Services once the first site is in production • Monitor the production environment to report on operations and performance metrics against 	<p>5) Contractor shall provide a Cutover Completion Report that validates the full transition of UCMS into production.</p> <p>6) Contractor shall update the preliminary draft of the Cutover Plan created as part of the Development and Configuration phase with the finalized set of activities to cutover UCMS into Production, according to any phased approach undertaken whereby UCMS is deployed in participating Clerk's Offices over time.</p>

Activities	Work Products
<p>requirements defined in Attachment 3-1, transaction volumes, and status of application support and problem management activities</p> <ul style="list-style-type: none"> • Submit updated roles and responsibilities, and resumes, for key production support staff 	<p>7) The final Cutover Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks and responsibilities. Using the Cutover Plan as the guide, the Contractor will lead the deployment/cutover effort.</p>
<ul style="list-style-type: none"> • Provide a web-based dashboard to provide the operational status of the solution 	<p>8) Web-Based Dashboard which includes (or may be used to):</p> <ol style="list-style-type: none"> a) Create actionable strategies and remediation plans b) Communicate and manage contract performance c) Enhance relationship management through open performance communication
<ul style="list-style-type: none"> • Contractor and OCA will agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Contractor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues. • Reporting structures will be documented and maintained by the Contractor in an online repository accessible to OCA's management team. • A regular meeting schedule will be established for the reporting levels outlined in this document. • Contractor must provide processes and procedures acceptable to OCA that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include: <ul style="list-style-type: none"> ○ Escalation; ○ Contract change management; and 	<p>No formal Work Product associated</p>

Activities	Work Products
<ul style="list-style-type: none"> ○ Performance reporting (e.g., Service Level Requirements, project status, outstanding service request status) as outlined in Attachment 3-1 	
<p>Go-Live Events and Support</p>	<p>Contractor will provide Go-Live support for up to three weeks utilizing one resource per county included in the Go-Live. Location of Go-Live support (on-site or remote) to be determined by Contractor and OCA and will be documented in the Cutover plan.</p>

1.8 Production Transition

Upon each Go-Live, the Contractor will coordinate transition to its support and maintenance team as it initiates production. Prior to deployment, the Contractor’s team will develop processes, policies, and procedures for production support.

Objective(s):

Keep the initial implementation active until all deliverables have been accepted in accordance with accepted criteria before closeout.

Upon Go-Live, the Contractor shall be responsible for the following Production Transition Activities and Work Products:

Table 10: Production Transition Activities and Work Products

Activities	Work Products
<ul style="list-style-type: none"> • Complete project closeout and production readiness activities • Ensure the following have been addressed: <ul style="list-style-type: none"> ○ OCA has accepted all deliverables. ○ All outstanding issues and defects have been resolved or addressed. ○ The Contractor project team has documented the lessons learned or best practices identified during the project. ○ All project artifacts have been placed in the project repository. ○ Transition has been completed to operations, maintenance, and/or business. ○ Transition open Defects to support – any noted deficiencies will be enumerated and provide the action plan and timing for 	<ol style="list-style-type: none"> 1) Project Closeout Report – The Contractor Project Manager provides a final report outlining the project’s accomplishments against the project scope, budget, schedule, and SLAs 2) Monthly Production Support Templates – Contractor shall create initial templates of monthly production support reports for OCA to verify that the reports are sufficient and accurate before the project closes. Reports shall include the following: <ol style="list-style-type: none"> a) Maintenance services completed per period b) Maintenance services in progress per period c) Maintenance services planned next period d) Upcoming planned release schedule (minimum of 6 months forward looking) e) Risks and issues

Activities	Work Products
<p>correction of each such deficiency.</p> <ul style="list-style-type: none"> ○ Contractor shall transfer knowledge to UCMS support staff. 	
<ul style="list-style-type: none"> ● Participate in lessons learned activities led by OCA – Contractor shall assist the project team and stakeholders and share knowledge gained from the project to facilitate repeating desirable outcomes and improvements for future projects and avoiding undesirable outcomes. 	<p>No formal Work Product associated</p>
<ul style="list-style-type: none"> ● Participate in Business Outcomes Review (as applicable) – The Post Implementation Review of Business Outcomes (PIRBO) review will align project activities and business outcome measures. Therefore, data provided will measure progress towards achieving business outcomes defined in the business case that will be provided to Contractor by OCA. ● Contractor shall provide data needed for the PIRBO (in accordance with the Texas Project Delivery Framework and Quality Assurance Team (QAT) requirements) as part of support and maintenance. 	<p>No formal Work Product associated</p>

1.9 Hosting & Production Services

Table 11: Hosting & Production Services and Work Products

Activities	Work Products
<p>Hosting & Production Services</p>	<p>Contractor will be responsible for providing ongoing production operations, maintenance, and support services (including call support) once the first site is in production.</p> <p>Ongoing production configuration maintenance activities are limited to the addition, modification, or deletion of the following: Offense Codes, Fines and Fees, Event and New Case Types, and Filing Types to be provided by OCA or a Clerk’s Office.</p>



Attachment 2-1 – Requirements Master Services Agreement

OCA Contract No. 212210180

Between

Texas Office of Court Administration (OCA)

and

Contractor

Functional Requirements

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
10	Out of Courtroom Activities	Exchange Information with Justice Partners and Electronic Filers	Ability to initiate a case by accepting an applicable e-Filed document	Mandatory
20	Out of Courtroom Activities	Exchange Information with Justice Partners and Electronic Filers	Ability for a user to modify filing information accepted from eFileTexas 2.0	Mandatory
30	Out of Courtroom Activities	Exchange Information with Justice Partners and Electronic Filers	Ability to initiate a case by entering case information directly into UCMS	Mandatory
40	Out of Courtroom Activities	Case Management - Initiation	Ability to configure formulas to automatically assign case numbers to newly initiated cases	Mandatory
50	Out of Courtroom Activities	Case Management - Initiation	Ability to auto assign a case number at case initiation	Mandatory
60	Out of Courtroom Activities	Case Management - Initiation	Ability to manually enter a case number	Mandatory
70	Out of Courtroom Activities	Case Management - Initiation	Ability for a user to manually change the case number	Optional
80	Out of Courtroom Activities	Case Management - Initiation	Ability to configure a standard case title structure and/or style	Mandatory
90	Out of Courtroom Activities	Case Management - Initiation	Ability to modify a case type	Mandatory
100	Out of Courtroom Activities	Case Management - Initiation	Ability to assign a case subtype	Mandatory
110	Out of Courtroom Activities	Case Management - Initiation	Ability to associate a party record already in the system to a case	Mandatory
120	Out of Courtroom Activities	Case Management - Initiation	Ability to associate a participant record already in the system to a case	Mandatory
130	Out of Courtroom Activities	Case Management - Initiation	Ability to create new person record after a query confirming the record is not already in the UCMS	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
140	Out of Courtroom Activities	Case Management - Initiation	Ability to create labels at the time a case is created	Optional
150	Out of Courtroom Activities	Case Management - Initiation	Ability to warn a user when information is entered that might indicate an attempt to create a duplicate case/party record	Optional
160	Out of Courtroom Activities	Electronic Filing of Documents	Ability to save all electronically filed documents to the appropriate case record	Mandatory
170	Out of Courtroom Activities	Electronic Filing of Documents	Ability to route the accepted document to the appropriate workflow queue for review or action	Mandatory
180	Out of Courtroom Activities	Maintain Case Records	Ability to link cases regardless of case type	Mandatory
190	Out of Courtroom Activities	Maintain Case Records	Ability to remove case links	Mandatory
210	Out of Courtroom Activities	Maintain Case Records	Ability to accept subsequent filings that update case information	Mandatory
220	Out of Courtroom Activities	Maintain Case Records	Ability to assign or relate multiple co-defendants case records	Mandatory
230	Out of Courtroom Activities	Maintain Case Records	Ability to de-link a party from a case	Mandatory
240	Out of Courtroom Activities	Maintain Case Records	Ability to update case party information without updating the person record	Mandatory
250	Out of Courtroom Activities	Maintain Case Records	Ability to change a case party to unknown without updating the corresponding person record	Optional
260	Out of Courtroom Activities	Maintain Case Records	Ability to report on all cases by case type for each judicial officer to determine workload	Optional
270	Out of Courtroom Activities	Maintain Case Records	Ability to use configurable business rules to automatically assign judicial officers to a case	Mandatory
280	Out of Courtroom Activities	Maintain Case Records	Ability to system assign co-defendants/related case records to the same judicial officer	Mandatory
290	Out of Courtroom Activities	Maintain Case Records	Ability to maintain a history of judicial assignments for a case and the timeframe of which they presided	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
300	Courtroom Related Activities	Maintain Case Records	Ability to assign a substitute judicial officer to a case without overriding the judicial officer of record	Optional
310	Out of Courtroom Activities	Maintain Case Record	Ability to replace a judicial officer from a case record	Mandatory
320	Out of Courtroom Activities	Maintain Case Record	Ability to include a reason for removing a judicial officer from a case record from a list of pre-configured options	Mandatory
330	Out of Courtroom Activities	Maintain Case Record	Ability to automatically block a judicial officer from being re-added to a case record dependent on removal reason	Optional
350	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to record pertinent information related to the conflict of interest	Mandatory
360	Out of Courtroom Activities	Maintain Case Records	Ability to record conflicts of interests between judicial officers and attorneys, parties or other judicial officers	Mandatory
390	Out of Courtroom Activities	Maintain Case Records	Ability to automatically block or warn end users that have been identified in the system as having a conflict of interest from accessing or being assigned as a resource to the case	Mandatory
400	Out of Courtroom Activities	Maintain Case Records	Ability to automatically and manually add, edit, and delete multiple dates on a case, and allow dates to be the same or different	Optional
410	Out of Courtroom Activities	Maintain Case Records	Ability to track and maintain the status of a case	Mandatory
420	Out of Courtroom Activities	Maintain Case Record	Ability to record information from justice partners into the case record	Mandatory
430	Out of Courtroom Activities	Maintain Case Records	Ability to display an indicator on case or party records for which configurable condition(s) apply	Mandatory
440	Out of Courtroom Activities	Maintain Case Records	Ability to show a summary of the Register of Actions (ROA) on one screen	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
450	Out of Courtroom Activities	Maintain Case Records	Ability to make docket entries into the Register of Actions (ROA)	Mandatory
460	Courtroom Related Activities	Maintain Case Record	Ability to create Register of Actions that meet the Texas Rules of court	Mandatory
470	Courtroom Related Activities	Maintain Case Record	Ability to modify Register of Actions entries and record the reason for such changes	Mandatory
480	Out of Courtroom Activities	Maintain Case Record	Ability to link events to one another to show the relation between events and that pre-requisite/co-requisite/and post-requisite events have been completed	Mandatory
490	Out of Courtroom Activities	Maintain Case Records	Ability to link documents with other events/documents in the case record	Mandatory
500	Out of Courtroom Activities	Maintain Case Record	Ability to enter case notes	Mandatory
510	Out of Courtroom Activities	Maintain Case Record	Ability to identify if a case note is part of the record for internal purposes only	Mandatory
520	Out of Courtroom Activities	Maintain Case Record	Ability to view all case notes on a case on one screen	Optional
530	Out of Courtroom Activities	Maintain Case Record	Ability to update individual attributes of the case	Mandatory
540	Out of Courtroom Activities	Maintain Case Record	Ability to merge (consolidate) multiple cases into one case record with one case number	Mandatory
550	Out of Courtroom Activities	Maintain Case Record	Ability to track which case and case number is retained in a consolidation versus which case will merge into the primary case	Mandatory
560	Out of Courtroom Activities	Maintain Case Record	Ability to prevent a user from adding new documents to cases which are inactive after the consolidation	Optional
570	Out of Courtroom Activities	Maintain Case Record	Ability to separate a single case into multiple cases and assign separate case number for each	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
580	Out of Courtroom Activities	Maintain Case Record	Ability to determine which records to copy from the primary case to a secondary case when separating cases	Mandatory
590	Out of Courtroom Activities	Maintain Privacy Protections for Sealed Records	Ability to seal a partial or entire case record to prevent unauthorized access	Mandatory
600	Out of Courtroom Activities	Expunctions and Redactions	Ability to redact information from a case record	Optional
610	Out of Courtroom Activities	Expunctions and Redactions	Ability to redact information from filed documents	Optional
620	Out of Courtroom Activities	Expunctions and Redactions	Ability to maintain and provide access to two versions of a redacted document (one with redaction and one without)	Optional
630	Out of Courtroom Activities	Expunctions and Redactions	Ability to electronically notify the Department of Public Safety (DPS) and other relevant agencies that a non-disclosure or expunction order(s) has been executed	Optional
640	Out of Courtroom Activities	Maintain Case Record	Ability to re-open a case and record a reason for the re-opening	Mandatory
650	Out of Courtroom Activities	Access Person and Case Information	Ability to search, filter, and sort all case records including links to related data records	Mandatory
660	Out of Courtroom Activities	Access Person and Case Information	Ability to search for a case by various criteria	Mandatory
670	Out of Courtroom Activities	Access Person and Case Information	Ability to search all case records and associated information within the UCMS regardless of jurisdiction	Optional
680	Out of Courtroom Activities	Access Person and Case Information	Ability to search case information across a filtered set of jurisdictions	Optional
690	Out of Courtroom Activities	Access Person and Case Information	Ability to search for individuals utilizing various search criteria	Mandatory
700	Out of Courtroom Activities	Access Person and Case Information	Ability to query for all cases assigned to a person	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
710	Out of Courtroom Activities	Access Person and Case Information	Ability to access and view the bond status of a person across all UCMS cases	Mandatory
720	Out of Courtroom Activities	Access Person and Case Information	Ability to automatically update the bond status of a person record based on action	Optional
730	Out of Courtroom Activities	Access Person and Case Information	Ability to notify a user of a bond status change utilizing various methods	Optional
740	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to perform searches for duplicate or similar names to minimize creation of duplicate person records	Optional
750	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to record additional parties and actions	Mandatory
760	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to create a group relating person records with identified relationships	Optional
770	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to view all affiliations and relationships when accessing a person record	Optional
780	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to track the physical location of a defendant	Optional
790	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to consolidate party records identified as the same individual	Mandatory
800	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to mark primary and alias information in party records	Mandatory
810	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to include multiple aliases as part of the person record	Mandatory
820	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to separate party references later identified as different persons	Mandatory
830	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to track contact information about case parties	Mandatory
840	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to enter cross-reference/alternative IDs on the party and case records	Mandatory
850	Out of Courtroom Activities	Maintain Data on Parties and Participants	Ability to associate special icons on the party record that are viewable on all future case records the party is added to	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
860	Out of Courtroom Activities	Initiate or Update a Case or Request Service	Ability to track a request for a service of process	Mandatory
870	Out of Courtroom Activities	Initiate or Update a Case or Request Service	Ability to notify the applicable user when a request for service has been submitted by a party	Optional
880	Out of Courtroom Activities	Initiate or Update a Case or Request Service	Ability to maintain service information	Mandatory
890	Out of Courtroom Activities	Initiate or Update a Case or Request Service	Ability to update the case record automatically when a request for service meets pre-defined business rules	Optional
900	Out of Courtroom Activities	Initiate or Update a Case or Request Service	Ability to allow users to upload documents to the case record for filing as part of the initiation of a request for service	Optional
910	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to automatically add case information based on a triggering event	Optional
920	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to assign due dates to case activities based on explicit data entry or by configurable business rules	Optional
930	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to enter due dates within the case record	
940	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to prompt user to enter trackable due dates or future requirements	Optional
950	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to setup time aging standards within a case record that notifies users of due dates	Optional
960	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to report on case action due dates based on user defined queries	Optional
970	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to notify users of upcoming or overdue due dates for assigned tasks	Optional
980	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to automate initiation of an event when failure to meet a due date occurs	Optional
990	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to collect an image of a party's thumbprint to be used for document signing	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1010	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to create and save an electronic signature for users	Mandatory
1020	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to select to electronically sign a document with a saved electronic signature for the logged-on user	Mandatory
1030	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability for a user to delegate use of their digital or electronic signature to an explicitly specified and authorized user	Mandatory
1040	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to notify parties of updated case events in the Register of Actions (ROA)	Optional
1050	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to notify the applicable user when a party has electronically signed a document	Optional
1060	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to identify and flag the documents that require an electronic signature within a workflow queue	Optional
1090	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to send a notification to the applicable user when an event has been added to a case	Mandatory
1100	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to set up workflow queues with notification channels	Mandatory
1110	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to prompt a user of additional actions required as changes are applied to the case record and based on configurable rules	Optional
1120	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to configure workflow queues to age the record	Optional
1130	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to configure a workflow queue to automatically move a case record to another queue based on business rules	Optional
1140	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to create an alert when a workflow is not meeting a standard timeline	Optional
1150	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to configure workflow queues based on the function of the queue	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1160	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to assign standard duration values for each step in a workflow	Optional
1170	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to provide visual representations of an instance of an in process workflow or of a workflow queue, including indications of worksteps completed	Mandatory
1180	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to add records and documents in real-time to workflow queues based on preconfigured criterion	Mandatory
1190	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to move a record/document to the next appropriate queue based on predetermined business rules	Mandatory
1200	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to configure prerequisite and co-requisite entries to a workflow	Optional
1210	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to notify a user when prerequisite or co-requisite entries are needed	Optional
1220	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to configure mandatory post-requisite tasks	Optional
1230	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to display configurable information to assist users based on the context of the displayed UCMS transaction	Optional
1240	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to update multiple cases in a single transaction	Mandatory
1250	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to prevent closure of a multi-party case where co-parties have outstanding activities	Optional
1260	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to prevent closing a case based on pre-determined criteria	Mandatory
1270	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to transfer a case to another court jurisdiction within UCMS	Optional
1280	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to transfer a case from another court jurisdiction within UCMS	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1290	Out of Courtroom Activities	Triage Cases and Case Flow Management	Ability to transfer a portion of a case to another court within UCMS	Optional
1300	Courtroom Related Activities	Delegate Preliminary Decision to Lower Judicial Entity	Ability to refer a case to a limited-authority judicial entity	Optional
1310	Courtroom Related Activities	Delegate Preliminary Decision to Lower Judicial Entity	Ability to include notes when referring a case to a limited-authority judicial entity	Optional
1320	Courtroom Related Activities	Delegate Preliminary Decision to Lower Judicial Entity	Ability to track decisions/actions of the limited-authority judicial entity within the case record	Optional
1330	Courtroom Related Activities	Delegate Preliminary Decision to Lower Judicial Entity	Ability to return cases from limited-authority judicial entities for further action to originating court	Optional
1340	Monitoring and Reporting	Monitor and Track Task Performance	Ability to track task performance	Optional
1350	Monitoring and Reporting	Monitor and Track Task Performance	Ability for UCMS screens to identify specific data elements which are included in state reporting	Mandatory
1360	Monitoring and Reporting	Monitor and Report Court Performance	Ability to run reports meeting all state-mandated reporting requirements	Mandatory
1370	Monitoring and Reporting	Monitor and Report Court Performance	Ability for the contractor to maintain the current set of state required reports as the state periodically updates reporting requirements	Mandatory
1380	Monitoring and Reporting	Monitor and Report Court Performance	Ability to process changes to data included in state reporting within a case record that may have already been reported in previous reporting cycles	Mandatory
1390	Out of Courtroom Activities	Create Forms	Ability to merge fields from case and party records when pre-populating UCMS forms	Mandatory
1410	Out of Courtroom Activities	Create Forms	Ability to edit UCMS prepared forms or documents prior to attaching to the case record	Mandatory
1420	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view calendar information organized by timeframe	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1430	Courtroom Related Activities	Schedule Hearings and Resources	Ability to search court calendars by a range of categories	Mandatory
1440	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the number of court sessions scheduled for each particular day	Mandatory
1450	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the number of defendants set to appear for a court session	Mandatory
1460	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the number of cases scheduled during each court session	Mandatory
1470	Courtroom Related Activities	Schedule Hearings and Resources	Ability to select which court session information to include in a calendar inquiry or report	Mandatory
1480	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically schedule court sessions based on preconfigured algorithms	Optional
1490	Courtroom Related Activities	Schedule Hearings and Resources	Ability to manually schedule a hearing into a court session	Mandatory
1500	Courtroom Related Activities	Schedule Hearings and Resources	Ability to notify user of a co-defendant/related case when scheduling so that the cases can be scheduled at the same time	Optional
1510	Courtroom Related Activities	Schedule Hearings and Resources	Ability to schedule co-defendant/related cases in a single transaction	Mandatory
1520	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the next available set of court sessions based on user entered parameters	Mandatory
1530	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically add a case event to the case record with the details of a hearing once scheduled into a court session	Optional
1540	Courtroom Related Activities	Schedule Hearings and Resources	Ability to receive a system alert that a case can be updated or deleted from the calendar due to pre-determined business rules	Optional
1550	Courtroom Related Activities	Schedule Hearings and Resources	Ability to display resource availability prior to scheduling on a court session	Mandatory
1560	Courtroom Related Activities	Schedule Hearings and Resources	Ability to schedule resources to a court session	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1570	Courtroom Related Activities	Schedule Hearings and Resources	Ability to modify scheduled hearing from one court session to another utilizing user-friendly functionality	Mandatory
1580	Courtroom Related Activities	Schedule Hearings and Resources	Ability to enter reason for modification of a scheduled hearing	Mandatory
1590	Courtroom Related Activities	Schedule Hearings and Resources	Ability to modify multiple scheduled hearings from one court session to another and record the reason for the change utilizing user-friendly functionality	Mandatory
1600	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the number of times a case has been set and reset with the reasons for the reset	Mandatory
1610	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically send notification to relevant recipients once a hearing has been scheduled	Optional
1620	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically create a case event for a hearing notification when the notification is sent and with the corresponding notification attached	Optional
1630	Courtroom Related Activities	Schedule Hearings and Resources	Ability to query cases by attorney that require an upcoming hearing and schedule all of those hearings in a single transaction	Optional
1640	Courtroom Related Activities	Schedule Hearings and Resources	Ability to query cases by defendant that require an upcoming hearing and to schedule all of those hearings in a single transaction	Optional
1650	Courtroom Related Activities	Schedule Hearings and Resources	Ability to update resource availability in a resource calendar	Mandatory
1660	Courtroom Related Activities	Schedule Hearings and Resources	Ability to view the resource calendar and court calendar at the same time to determine conflicts and availability of resources	Mandatory
1670	Courtroom Related Activities	Schedule Hearings and Resources	Ability to notify a user when a resource has a scheduling conflict barring assignment to a hearing	Optional
1680	Courtroom Related Activities	Schedule Hearings and Resources	Ability to override a resource scheduling conflict	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1690	Courtroom Related Activities	Schedule Hearings and Resources	Ability to segregate access to resource calendars from access to the court calendar	Mandatory
1700	Courtroom Related Activities	Schedule Hearings and Resources	Ability to schedule a hearing with a judicial officer who is not the judicial officer of record without overriding the judicial officer of record	Mandatory
1710	Courtroom Related Activities	Schedule Hearings and Resources	Ability to add a resource to preside over a court session who may not be a judicial officer	Optional
1720	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically set future court hearing dates based on pre-determined calculations	Optional
1730	Courtroom Related Activities	Schedule Hearings and Resources	Ability to automatically schedule subsequent hearings based on configurable business rules	Optional
1740	Courtroom Related Activities	Schedule Hearings and Resources	Ability to provide public view to the court calendar	Mandatory
1750	Courtroom Related Activities	Schedule Hearings and Resources	Ability to select which information is available for public view to the court calendar	Mandatory
1760	Courtroom Related Activities	Schedule Hearings and Resources	Ability to display court calendars on monitors within the courthouse	Optional
1770	Courtroom Related Activities	Schedule Hearings and Resources	Ability to provide public view in the courthouse providing access to the court calendar and other configurable information from UCMS	Optional
1780	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to prompt a user that pertinent activities (based on predefined business rules) have been added to the case record, to proceed with case setting	Optional
1790	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to reorder hearings within a court session	Mandatory
1800	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to prioritize hearings within a court session for a calendar without impacting the official docket and / or published listing	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1810	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to query all cases assigned to a specified court	Optional
1820	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to filter and reorder cases listed in a court session that can be saved for view in court without impacting the official public view or other users	Optional
1830	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to navigate between system records updating relevant information and a court session without losing my place on the court session screen	Optional
1840	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to update information of a court session without closing / repositioning the court session screen	Optional
1850	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to enter secure notes to hearings scheduled on a court session that are accessible in court by authorized users	Mandatory
1860	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to enter secure notes to a case that is viewable in court by authorized users	Mandatory
1870	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to automatically cancel scheduled hearings with reason based on pre-determined business rules	Optional
1880	Courtroom Related Activities	Prepare and Access Cases for Court Proceedings	Ability to dismiss a party from a case if their portion has been completed without losing the historical information of the party's relation to the case	Mandatory
1890	Courtroom Related Activities	Document Court Proceedings	Ability to document information relevant to a hearing	Mandatory
1900	Courtroom Related Activities	Document Court Proceedings	Ability to assign a party and/or participant to be automatically notified when the case record is updated with predetermined information	Optional
1910	Courtroom Related Activities	Document Court Proceedings	Ability to document information of court proceedings	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1920	Courtroom Related Activities	Document Court Proceedings	Ability to attach a court document to a case record while in court	Optional
1930	Courtroom Related Activities	Document Court Proceedings	Ability to document the type of trial requested	Mandatory
1940	Courtroom Related Activities	Document Court Proceedings	Ability to document information regarding a jury trial	Mandatory
1950	Courtroom Related Activities	Document Court Proceedings	Ability to automatically generate a form to be added to the judicial officer of record's workflow when a pre-determined case event has been added to the case record	Optional
1960	Courtroom Related Activities	Document Court Proceedings	Ability to provide visible indicators on UCMS screens that are not viewable to the public but accessible by authorized users	Optional
1970	Courtroom Related Activities	Document Court Proceedings	Ability to optimize court processing in high volume courtrooms	Optional
1980	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to track submission of multiple types of exhibits	Mandatory
1990	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to add digital exhibits to the case record	Mandatory
2000	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to maintain and update relevant information regarding exhibits on the case record	Mandatory
2010	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to maintain a tracking log of all chain of custody information	Mandatory
2020	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to manage exhibits based on business rules when a case is closed	Mandatory
2030	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to create an exhibit list with user selected information	Mandatory
2040	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to create an exhibit label to place on physical evidence with system identifiers	Optional
2050	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to notify exhibit owners of right to claim exhibit via multiple forms of communication	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2060	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to record when an exhibit has been claimed by the exhibit owner	Mandatory
2070	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to track disposal of exhibits	Mandatory
2080	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to track due date of when an exhibit can be disposed or returned to the exhibit owner	Mandatory
2090	Courtroom Related Activities	Manage Evidence (Exhibits)	Ability to flag an exhibit utilizing pre-configured options	Mandatory
2100	Out of Courtroom Activities	Proposed Orders	Ability to prompt a user to review a document prior to that document being added to the case record	Mandatory
2110	Out of Courtroom Activities	Proposed Orders	Ability to receive a proposed order from eFileTexas 2.0 for consideration and possible execution by the court	Mandatory
2120	Out of Courtroom Activities	Proposed Orders	Ability to route a proposed order through the UCMS workflow to the Judicial Officer for review and approval/denial	Mandatory
2130	Out of Courtroom Activities	Proposed Orders	Ability to send a notification to the attorney/party when a submitted proposed order (not eFiled) has been received in the system by the judicial officer presiding over the case	Optional
2140	Out of Courtroom Activities	Proposed Orders	Ability to track all proposed orders submitted for a case	Optional
2150	Out of Courtroom Activities	Proposed Orders	Ability for authorized users to inquire on the status of a proposed order	Optional
2160	Out of Courtroom Activities	Proposed Orders	Ability to notify the filing attorney/party when the status of a proposed order is changed	Optional
2170	Courtroom Related Activities	Issue Orders / Judgments	Ability to record court orders that automatically update all relevant fields within the record	Mandatory
2180	Courtroom Related Activities	Issue Orders / Judgments	Ability to track warrant information	Mandatory
2190	Courtroom Related Activities	Issue Orders / Judgments	Ability to maintain history of warrant statuses	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2200	Courtroom Related Activities	Issue Orders / Judgments	Ability to update the status of each offense on a case record	Mandatory
2210	Courtroom Related Activities	Issue Orders / Judgments	Ability to update the ruling of each charged offense	Mandatory
2220	Courtroom Related Activities	Issue Orders / Judgments	Ability to track offense enhancements	Mandatory
2230	Courtroom Related Activities	Issue Orders / Judgments	Ability to add multiple laws/statutes for one charge count, indicating a primary charge	Mandatory
2240	Courtroom Related Activities	Issue Orders / Judgments	Ability to record additional charges which may be modifiers or enhancements to a charge	Mandatory
2250	Courtroom Related Activities	Issue Orders / Judgments	Ability to flag events with outstanding requirements	Optional
2270	Courtroom Related Activities	Manage Community Service Plan Performance	Ability to record and track details of orders for community service	Mandatory
2280	Courtroom Related Activities	Manage Community Service Plan Performance	Ability to record and track conditions of community service with pre-configured options	Optional
2290	Courtroom Related Activities	Manage Community Service Plan Performance	Ability to track community service program referrals	Optional
2300	Courtroom Related Activities	Manage Community Service Plan Performance	Ability to record work performed by the defendant and apply to the community service order requirement	Optional
2310	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to record sentencing conditions through selection of preconfigured options	Mandatory
2320	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to record details of financial rulings updating the corresponding case financials	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2330	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to record judgments on one screen that will update all relevant fields	Mandatory
2340	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to record and track when a judgment would be dormant	Optional
2350	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to include a status for a hearing with relevant information	Optional
2360	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to update sentencing compliance	Optional
2370	Courtroom Related Activities	Monitor Compliance with Conditions of Order/Sentences	Ability to update status of each sentence requirement	Optional
2380	Out of Courtroom Activities	Access Person and Case Information	Ability to track information specific to particular specialty party types	Mandatory
2390	Out of Courtroom Activities	Access Person and Case Information	Ability to maintain a list of professional resources with associated data that can be assigned to a case record	Optional
2400	Out of Courtroom Activities	Access Person and Case Information	Ability to update profiles of professional resources	Mandatory
2410	Courtroom Related Activities	Access Person and Case Information	Ability to show attorney information	Optional
2420	Out of Courtroom Activities	Access Person and Case Information	Ability to update attorney information	Mandatory
2430	Courtroom Related Activities	Access Person and Case Information	Ability to show attorney status	Mandatory
2440	Courtroom Related Activities	Access Person and Case Information	Ability to notify when an attorney status has changed for cases within a specified calendar/ docket	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2460	Out of Courtroom Activities	Access Person and Case Information	Ability to receive a notification or other type of indicator when an attorney no longer has an “active” bar status with the State Bar of Texas	Mandatory
2470	Out of Courtroom Activities	Provide Legal and Advisory Support for Participants	Ability to change a specified attorney of record on all cases for a party to a different attorney	Optional
2480	Out of Courtroom Activities	Provide Legal and Advisory Support for Participants	Ability to query on cases by attorney of record and select one or more of those cases for changing to a different attorney of record	Optional
2490	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to show attorney availability to be assigned as a pro bono attorney or public defender	Optional
2500	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to configure and utilize an attorney wheel for case assignment	Optional
2510	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to record appointment of non-party litigants	Optional
2520	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to change attorney assignments to a case and record the reason for the change	Optional
2530	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to track party indigency information	Optional
2540	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to maintain a record of communications between legal representatives and the court within the case record	Optional
2550	Courtroom Related Activities	Provide Legal and Advisory Support for Participants	Ability to document compensation information for legal/advisory services within the case record	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2560	Courtroom Related Activities	Provide Interpretation and Special Accommodations	Ability to maintain information relevant to remote hearings on the case record	Optional
2570	Courtroom Related Activities	Provide Interpretation and Special Accommodations	Ability to document requests for special accommodations for a party	Mandatory
2580	Courtroom Related Activities	Provide Interpretation and Special Accommodations	Ability to flag a person record as needing an interpreter including the required language	Optional
2590	Courtroom Related Activities	Provide Interpretation and Special Accommodations	Ability to automatically alert a court of the need for an interpreter based on flag within the person record	Optional
2600	Courtroom Related Activities	Provide Professional Evaluation and Treatment Services	Ability to add or update the results of psychological evaluation to a person record	Mandatory
2610	Courtroom Related Activities	Provide Professional Evaluation and Treatment Services	Ability to maintain a list of qualified and / or court-approved physicians to conduct evaluations	Optional
2620	Courtroom Related Activities	Provide Professional Evaluation and Treatment Services	Ability to refer a case to civil court	Mandatory
2630	Courtroom Related Activities	Provide Professional Evaluation and Treatment Services	Ability to suspend activity on a case	Mandatory
2640	Courtroom Related Activities	Provide Professional Evaluation and Treatment Services	Ability to notify mental health agencies of the arrest of a defendant who is under an order to determine competency	Optional
2650	Manage Revenue and Assets in Trust	Perform Accounting	Ability to process financial transactions for cases	Mandatory
2660	Manage Revenue and Assets in Trust	Perform Accounting	Ability to create financial tills so that reconciliation can be completed tracking all monies accepted for the day	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2670	Manage Revenue and Assets in Trust	Perform Accounting	Ability to assign specific users to financial tills with unique password for each user/till combination	Mandatory
2680	Manage Revenue and Assets in Trust	Perform Accounting	Ability to assign transaction types to financial tills	Mandatory
2690	Manage Revenue and Assets in Trust	Perform Accounting	Ability to track daily transactions with payment details	Mandatory
2700	Manage Revenue and Assets in Trust	Perform Accounting	Ability to maintain records of each financial category separately	Mandatory
2710	Manage Revenue and Assets in Trust	Perform Accounting	Ability to maintain financial records of each separate financial category broken down by fees	Mandatory
2720	Manage Revenue and Assets in Trust	Perform Accounting	Ability to view all of the financial obligations and registry/trust accounts of an individual within the person record	Mandatory
2730	Manage Revenue and Assets in Trust	Perform Accounting	Ability to track financial obligation of each party and participant on a case separately	Mandatory
2740	Manage Revenue and Assets in Trust	Perform Accounting	Ability to mark a party's financial account closed	Optional
2750	Manage Revenue and Assets in Trust	Perform Accounting	Ability to distinguish restitution amounts per co-defendant	Mandatory
2760	Manage Revenue and Assets in Trust	Perform Accounting	Ability to automatically waive financials on a case when the payor is marked as deceased	Optional
2770	Manage Revenue and Assets in Trust	Perform Accounting	Ability to track reasons for waived financials	Mandatory
2780	Manage Revenue and Assets in Trust	Perform Accounting	Ability to automatically generate reminder letters when payment is past due according to business rules	Optional
2790	Manage Revenue and Assets in Trust	Manage Revenue	Ability to review financial status of a case on one screen	Mandatory
2800	Manage Revenue and Assets in Trust	Manage Revenue	Ability to review the history of financial transactions on a case	Mandatory
2810	Manage Revenue and Assets in Trust	Manage Revenue	Ability to print a case's financials	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2820	Manage Revenue and Assets in Trust	Manage Revenue	Ability to accept payments updating the case record with payment information	Mandatory
2830	Manage Revenue and Assets in Trust	Manage Revenue	Ability to process a set of payments updating one or more case records within an individual screen	Mandatory
2840	Manage Revenue and Assets in Trust	Manage Revenue	Ability to manage advanced deposits that automatically distribute against case balances associated with payor	Mandatory
2850	Manage Revenue and Assets in Trust	Manage Revenue	Ability to setup payment plans	Mandatory
2860	Manage Revenue and Assets in Trust	Manage Revenue	Ability to consolidate the financials of cases related to one party in a payment plan so that monthly payments are disbursed between all case records based on UCMS established prioritization	Mandatory
2870	Manage Revenue and Assets in Trust	Manage Revenue	Ability to reverse payments after date of transaction	Mandatory
2880	Manage Revenue and Assets in Trust	Manage Revenue	Ability to automatically identify cases with a visual indicator that have delinquent payment statuses based on configurable criteria	Optional
2890	Manage Revenue and Assets in Trust	Manage Revenue	Ability to void payments indicating the reason for void	Mandatory
2900	Manage Revenue and Assets in Trust	Manage Revenue	Ability to track unclaimed refunds below UCMS configured threshold	Optional
2910	Manage Revenue and Assets in Trust	Manage Revenue	Ability to transfer payments made on one case record to another case record without having to reprocess the payment transaction and record appropriate case records of the movement of financials	Mandatory
2920	Manage Revenue and Assets in Trust	Manage Revenue	Ability to adjust total amount due without needing to manually adjust each fee code as the codes will automatically adjust based on predefined business rules	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2930	Manage Revenue and Assets in Trust	Manage Revenue	Ability to track adjustments to financial obligations and record the reasons for adjustments	Mandatory
2940	Manage Revenue and Assets in Trust	Manage Revenue	Ability to issue a receipt for monies collected by the Court	Mandatory
2950	Manage Revenue and Assets in Trust	Manage Revenue	Ability for receipts to include all information required by State of Texas	Mandatory
2960	Manage Revenue and Assets in Trust	Manage Revenue	Ability for receipt to be sized to either standard printer paper (8.5 x 11) or thermal receipt printers	Mandatory
2970	Manage Revenue and Assets in Trust	Manage Revenue	Ability to search for financial transaction by receipt number	Mandatory
2980	Manage Revenue and Assets in Trust	Manage Revenue	Ability to print a duplicate receipt at a future date	Mandatory
2990	Manage Revenue and Assets in Trust	Manage Revenue	Ability to process batch payments updating corresponding case records	Mandatory
3000	Manage Revenue and Assets in Trust	Manage Revenue	Ability to apply a single payment across multiple cases	Mandatory
3010	Manage Revenue and Assets in Trust	Manage Revenue	Ability to accept multiple payment types within a single transaction	Mandatory
3040	Manage Revenue and Assets in Trust	Manage Revenue	Ability to record the form(s) of payments for each transaction in the case record	Mandatory
3050	Manage Revenue and Assets in Trust	Manage Revenue	Ability to support remote payments via web, including eFileTexas 2.0	Mandatory
3060	Manage Revenue and Assets in Trust	Manage Revenue	Ability to track status of accounts referred to other agencies or organizations for collection	Mandatory
3070	Manage Revenue and Assets in Trust	Manage Revenue	Ability to manage cases referred for collection to another agency	Mandatory
3080	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to create Registry and Trust accounts	Mandatory
3090	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to maintain Registry and Trust accounts	Mandatory
3100	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to track Registry and Trust account transactions	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
3110	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to identify an account as a “minor account” with a visual indicator	Optional
3120	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to system calculate when a minor reaches majority age automatically removing the “minor account” designation	Optional
3130	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to configure a workflow queue to automatically list accounts that are no longer “minor accounts” due to the minor reaching the age of majority	Optional
3140	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to disburse funds to specified accounts	Mandatory
3150	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to manually override distribution of payments to specific accounts	Mandatory
3160	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to calculate financial obligations in joint and several liability cases	Optional
3170	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to track financial obligation payments in joint and several liability cases	Mandatory
3180	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to add and maintain the amount of interest due for each case/account	Mandatory
3190	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to add the total interest for all funds held in a registry account	Mandatory
3200	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to set up a workflow queue that allows a user to update cash bond information directly within the queue	Optional
3210	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to track bond information without a case record	Mandatory
3220	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to merge the bond information into a case record	Optional
3230	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to conduct bond activities	Mandatory
3240	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to record cash bond information	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
3250	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to track payments of cash bonds	Mandatory
3260	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to transfer cash bond from one case to another case	Mandatory
3270	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to suspend bonding capability when payment is past due	Optional
3280	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to flag property for release once bond has been paid	Optional
3290	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to record bond payment has not been completed	Optional
3300	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to close out a previous bond when a second bond has been initiated on the same case	Mandatory
3310	Manage Revenue and Assets in Trust	Monitor Revenue & Trust Obligations	Ability to accept and record surety bond information	Mandatory
3320	Out of Courtroom Activities	Maintain Case Records - Appeals	Ability to identify the Court that a case record is being transferred to	Mandatory
3330	Out of Courtroom Activities	Maintain Case Records - Appeals	Ability to create an index	Mandatory
3340	Out of Courtroom Activities	Maintain Case Records - Appeals	Ability to create an appeals package based on state requirements	Mandatory
3350	Out of Courtroom Activities	Maintain Case Records - Appeals	Ability to calculate the due date of a transcript to the Court of Appeals	Mandatory
3360	Out of Courtroom Activities	Maintain Case Records - Appeals	Ability to automatically update case record with pre-determined actions for a case flagged as a Capital Murder Case	Optional
3370	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to track documents or activities not related to a case	Optional
3380	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to track documents or activities that may not yet be related to a case at the time of submission	Optional
3390	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to record orders associated with a non-case related matter	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
3400	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to notify law enforcement through automated emails when an order is added to a non-case related matter	Optional
3410	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to maintain all required non-case information and documents	Optional
3420	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to merge non-case related records into a future initiated case record with traceability maintained between the non-case and case records	Optional
3430	Out of Courtroom Activities	Maintain Non-Case Related Matters	Ability to create a non-case related record without the requirement to include a party or entity	Optional

Non-Functional Requirements

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
10	Non-Functional	Serviceability	Ability for UCMS to be hosted in a vendor-provided cloud platform	Mandatory
20	Non-Functional	Serviceability	Ability for UCMS to be a multi-tenant solution	Optional
30	Non-Functional	Serviceability	Ability to run UCMS to a desktop computer utilizing any commonly utilized browser	Mandatory
50	Non-Functional	Serviceability	Ability to not require any browser plug-ins, extensions, or add-in applets to function	Mandatory
60	Non-Functional	Environmental	Ability to provide access to multiple environments	Mandatory
70	Non-Functional	Environmental	Ability for the non-production environments to include reliable, current configuration matching the production environment	Mandatory
80	Non-Functional	Environmental	Ability for the test environment to include current infrastructure patch levels to successfully test integrations against new UCMS features	Mandatory
90	Non-Functional	Availability	Ability for monitoring tools to demonstrate that the system is operating within acceptable levels	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
			regarding online users, user-specific activities, system uptime, transaction response times, etc.	
100	Non-Functional	Performance	Ability to generate solution administration and performance reports	Mandatory
110	Non-Functional	Recoverability	Ability to support redundancies which allow for continued solution access in the event of a solution component outage	Mandatory
120	Non-Functional	Recoverability	Ability to automatically failover to a replicated / backup solution at any time	Mandatory
140	Non-Functional	Reliability	Ability to utilize a Master Time Clock that utilizes Network Time Protocol (NTP) in order to ensure consistent and accurate time throughout all solution components	Mandatory
150	Non-Functional	Reliability	Ability to synchronize with a central solution clock	Mandatory
160	Non-Functional	Reliability	Ability for UCMS database locking to only minimally impact user interface or reporting functions	Optional
170	Non-Functional	Security	Ability to support HTTPS and automatically redirect requests for HTTP to HTTPS	Mandatory
190	Non-Functional	Security	Ability for users to reset their login password	Mandatory
200	Non-Functional	Security	Ability to create password for each user that can be reset by a Jurisdiction Administrator	Mandatory
210	Non-Functional	Security	Ability for a Global Administrator to define rules that govern password format and strength	Mandatory
220	Non-Functional	Security	Ability for the solution to automatically validate entered passwords	Mandatory
230	Non-Functional	Security	Ability to require that passwords be changed at defined intervals	Mandatory
240	Non-Functional	Security	Ability for the solution to issue prompts to users to reset passwords as the time period approaches	Mandatory
250	Non-Functional	Security	Ability to support federated identity access management across OCA and the Texas courts	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
260	Non-Functional	Security	Ability to provide multi-factor authentication	Mandatory
270	Non-Functional	Security	Ability to create a unique user-id for users that does not utilize data that may change in the future	Optional
300	Non-Functional	Security	Ability to provide users the ability to logout at any time from any screen	Mandatory
310	Non-Functional	Security	Ability to automatically log a user out of UCMS once they close the window	Optional
320	Non-Functional	Security	Ability to automatically log a user out of UCMS after a pre-configured period of inactivity	Optional
330	Non-Functional	Security	Ability to configure the duration of the timeout setting that ends a user's session	Optional
340	Non-Functional	Security	Ability to remotely "terminate" a user's session	Mandatory
350	Non-Functional	Security	Ability to lock users out of UCMS	Mandatory
360	Non-Functional	Security	Ability to include measures for the detection and prevention of unauthorized access intrusion attempts, including notifying OCA of abnormal activities	Mandatory
370	Non-Functional	Security	Ability for users to generate security reports utilizing user or predefined fields	Mandatory
380	Non-Functional	Security	Ability to not store sensitive credentials in plain text	Mandatory
390	Non-Functional	Security	Ability to define field and data element level permissions	Mandatory
400	Non-Functional	Security	Ability to define transaction and function level permissions	Mandatory
410	Non-Functional	Security	Ability to define screen or window level permissions	Mandatory
420	Non-Functional	Security	Ability for UCMS to encrypt data in transit and data at rest at least at TLS 1.2 and based on rules such as document types, sensitive data, etc. and provide support for TLS 1.3 when available	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
430	Non-Functional	Security	Ability to apply security and access control permissions consistently on both desktop and mobile devices	Mandatory
440	Non-Functional	Maintain Security Access to Court Records	Ability to maintain user profiles with designated system roles	Mandatory
450	Non-Functional	Maintain Security Access to Court Records	Ability to determine access to system records based on user/roles	Mandatory
460	Non-Functional	Maintain Security Access to Court Records	Ability to run audit reports on user(s) access of records for a time period	Mandatory
470	Non-Functional	Maintain Security Access to Court Records	Ability to track information that can be reported on user activity	Mandatory
480	Non-Functional	Maintain Security Access to Court Records	Ability to configure reports	Mandatory
490	Non-Functional	Maintain Security Access to Court Records	Ability to configure reports to automatically run and be added to a predefined location	Mandatory
500	Non-Functional	Maintain Security Access to Court Records	Ability to distinguish the level of access an individual must have in order to access a document	Mandatory
510	Non-Functional	Maintain Security Access to Court Records	Ability to define security profiles either for roles or individuals	Mandatory
520	Non-Functional	Maintain Security Access to Court Records	Ability to assign an individual user to multiple security profiles	Mandatory
530	Non-Functional	Maintain Security Access to Court Records	Ability to allow a user to have elevated security rights for a single case record	Mandatory
540	Non-Functional	Maintain Security Access to Court Records	Ability to establish a hierarchy for security profiles	Mandatory
550	Non-Functional	Maintain Security Access to Court Records	Ability to perform security and solution functions only for a local user base	Mandatory
560	Non-Functional	Maintain Security Access to Court Records	Ability to alter the security of an individual content item	Mandatory
570	Non-Functional	Maintain Security Access to Court Records	Ability to alter the security of a content group or aggregation as a unit	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
580	Non-Functional	Maintain Security Access to Court Records	Ability to apply security controls to individual documents	Mandatory
590	Non-Functional	Maintain Security Access to Court Records	Ability to apply security controls to individual case records	Mandatory
600	Non-Functional	Maintain Security Access to Court Records	Ability for case records to be automatically assigned security controls based on predetermined business rules	Mandatory
610	Non-Functional	Maintain Security Access to Court Records	Ability to maintain document access authorization	Mandatory
620	Non-Functional	Maintain Security Access to Court Records	Ability for a document to be scanned into the system with a user's pre-determined security group	Mandatory
630	Non-Functional	Auditing	Ability to log all user activities and actions	Mandatory
640	Non-Functional	Auditing	Ability to save all actions taken on a document and / or case record to an audit log	Optional
650	Non-Functional	Auditing	Ability to query and view a record of all transactions completed in UCMS including the associated user ID, date, time and transaction type	Mandatory
660	Non-Functional	Auditing	Ability to export reports and query results of audit information to external products for further processing	Mandatory
680	Non-Functional	Auditing	Ability to prevent unauthorized modifications or deletion of audit log records	Mandatory
690	Non-Functional	Auditing	Ability to maintain an audit trail of case status updates, inclusive of the time and date stamp	Mandatory
700	Non-Functional	Auditing	Ability to notify a user that the section that was in update status has been completed while they were editing and prior to saving	Mandatory
720	Non-Functional	Expunctions and Redactions	Ability to expunge a case record in its entirety from the UCMS	Mandatory
730	Non-Functional	Expunctions and Redactions	Ability to purge court records	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
750	Non-Functional	Data Integrity	Ability to designate or indicate fields for which data is required to be entered	Mandatory
770	Non-Functional	Data Integrity	Ability for UCMS to retain inactive code values in reference tables so as to maintain referential integrity with individual case records	Mandatory
790	Non-Functional	Data Integrity	Ability to update code tables and lists (may exclude code description) optionally without impacting current case records	Mandatory
810	Non-Functional	Data Integrity	Ability to apply configurable data entry validation functions	Mandatory
820	Non-Functional	Integration	Ability to exchange files through SFTP	Mandatory
830	Non-Functional	Integration	Ability to support SOAP protocols for exchanging information via web services	Mandatory
840	Non-Functional	Integration	Ability to support REST for exchanging via web services	Optional
850	Non-Functional	Integration	Ability to integrate with eFileTexas and re:SearchTX using their established APIs	Mandatory
851	Non-Functional	Integration	Ability to generate and upload appropriate files to OCA for monthly reporting and DPS for daily CJIS reporting	Mandatory
860	Non-Functional	Integration	Ability to receive and process an XML file of current attorneys in the State of Texas in order to update the solution with the most up to date attorney contact information	Mandatory
870	Non-Functional	Integration	Ability to log the execution and timing of all interface transactions and data exchanges	Mandatory
880	Non-Functional	Integration	Ability to automate and monitor for API errors (outbound or inbound)	Mandatory
890	Non-Functional	Integration	Ability to integrate with asynchronous or synchronous methods as applicable and provide visibility to API/transaction status to identify problems	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
900	Non-Functional	Integration	Ability to integrate with justice partners to exchange data via a secure interface using applicable standards	Optional
910	Non-Functional	Integration	Ability to integrate with justice partners and other authorized agencies to send case data through a secure mechanism	Optional
920	Non-Functional	Regulatory	Ability to maintain compliance with Texas Administrative Code (TAC) 202 (security standards)	Mandatory
940	Non-Functional	Maintainability	Ability for the vendor to provide support via remote access, through a VPN connection (or other means of secure remote access)	Mandatory
950	Non-Functional	Maintainability	Ability to maintain UCMS configuration parameters without the need for support from UCMS vendor and without the need to modify UCMS code (where practical)	Mandatory
960	Non-Functional	Maintainability	Ability to support upgrade capabilities that allow the vendor to upgrade to the latest version of the vendor's product without requiring OCA or Court staff to reconfigure the system	Mandatory
970	Non-Functional	Manageability	Ability to designate public use computers, configured with limited system access capabilities, at the Clerk's office or courthouse	Optional
980	Non-Functional	Manageability	Ability to maintain a person record where all transactions and activities related to the person record are tracked and associated with that person	Mandatory
990	Non-Functional	Manageability	Ability to associate the same person record with multiple cases	Mandatory
1000	Non-Functional	Manageability	Ability for UCMS to separate specialty party information from other case participants	Mandatory
1010	Non-Functional	Manageability	Ability to categorize specialty parties by type on UCMS screens and reports	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1020	Non-Functional	Manageability	Ability to notify designated recipient(s) after a configurable number of retirees related to integration with 3rd party solutions	Mandatory
1030	Non-Functional	Manageability	Ability to send notifications based on configurable system	Optional
1040	Non-Functional	Manageability	Ability to terminate a UCMS service	Mandatory
1050	Non-Functional	Manageability	Ability to migrate or sync environments	Optional
1060	Non-Functional	Manageability	Ability for the vendor to implement new jurisdictions with baseline and local configuration to UCMS without impacting current jurisdictions already utilizing the solution	Mandatory
1070	Non-Functional	Manageability	Ability for UCMS to include a role of Global Administrator with rights to administer solution functions and configuration applicable to all jurisdictions	Mandatory
1080	Non-Functional	Manageability	Ability to define statewide UCMS elements and reference table values	Mandatory
1090	Non-Functional	Manageability	Ability to propagate a configuration across all UCMS courts to support configuration of multiple jurisdictions simultaneously	Mandatory
1100	Non-Functional	Manageability	Ability to structure tiers of users to be able to self-manage configuration	Mandatory
1110	Non-Functional	Manageability	Ability for UCMS to include a role of Jurisdiction Administrator with rights to administer solution functions and configuration applicable only to a single jurisdiction	Mandatory
1120	Non-Functional	Manageability	Ability to utilize a user interface to administer tables, rules and other configuration settings within their security context	Mandatory
1130	Non-Functional	Manageability	Ability to prevent jurisdiction level configuration updates from updating the statewide baseline	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1140	Non-Functional	Manageability	Ability for Jurisdiction Administrators to modify authorized components of the UCMS baseline configuration for the local jurisdiction only	Mandatory
1160	Non-Functional	Manageability	Ability to account for state and jurisdiction specific holidays and weekends when calculating dates and durations	Mandatory
1170	Non-Functional	Manageability	Ability to define a jurisdiction-specific calendar	Mandatory
1180	Non-Functional	Manageability	Ability to automatically adjust the solution time for daylight savings time on all solution components	Mandatory
1210	Non-Functional	Manageability	Ability to import data from external data stored in a delimited data file format based on user security profiles	Mandatory
1220	Non-Functional	Manageability	Ability to export data from UCMS in a defined file format	Mandatory
1230	Non-Functional	Document Management	Ability to associate specific fields in the UCMS database with corresponding fields in UCMS form templates	Optional
1240	Non-Functional	Document Management	Ability to create and edit a set of forms that meet necessary rules and regulations incorporated into the system	Mandatory
1250	Non-Functional	Document Management	Ability to store documents related to a case with links between UCMS metadata and individual documents	Mandatory
1260	Non-Functional	Document Management	Ability to integrate with or provide a Document Management System to allow the intake, tracking, managing, and storing of UCMS generated documents	Mandatory
1270	Non-Functional	Document Management	Ability to annotate scanned images determining if the annotations will be a part of the case record or not	Mandatory
1280	Non-Functional	Document Management	Ability to electronically file mark document	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1290	Non-Functional	Document Management	Ability to click a link on a UCMS screen to view document(s) corresponding to the selected data	Optional
1300	Non-Functional	Document Management	Ability to view all images and documents associated with a case record with the ability to print locally	Mandatory
1310	Non-Functional	Document Management	Ability to print all images and documents associated with case records	Mandatory
1320	Non-Functional	Document Management	Ability to produce certified copies with corresponding fee assessments and certification stamps	Optional
1330	Non-Functional	Document Management	Ability to scan documents relating to an entry on the case	Mandatory
1340	Non-Functional	Document Management	Ability to print multiple documents in a single request	Mandatory
1350	Non-Functional	Document Management	Ability to generate multiple documents to attach to the case records of multiple cases in a single transaction	Mandatory
1360	Non-Functional	Document Management	Ability to apply court seals on all documents	Mandatory
1370	Non-Functional	Document Management	Ability to manually add documents to the case record by file upload or scanning	Mandatory
1380	Non-Functional	Document Management	Ability to apply a file stamp or file mark (with configurable content) to documents added to the case record	Mandatory
1390	Non-Functional	Document Management	Ability to provide documents with electronic signatures and/or seals applied for partner agencies to download and/or print	Mandatory
1400	Non-Functional	Document Management	Ability to perform key word searches on document images attached to case records	Optional
1410	Non-Functional	Document Management	Ability to access a repository within the UCMS system of approved, pre-developed forms for authorized users to utilize	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1420	Non-Functional	Document Management	Ability to select a pre-developed form for editing to become a court order	Mandatory
1430	Non-Functional	Document Management	Ability to prevent edits to a specific instance of an order from changing the master version of the pre-developed form	Mandatory
1440	Non-Functional	Usability	Ability to utilize single and / or dual monitors while utilizing UCMS	Mandatory
1450	Non-Functional	Usability	Ability for a user to concurrently open multiple UCMS windows	Mandatory
1460	Non-Functional	Usability	Ability to process multiple functions concurrently with the same login credentials	Mandatory
1470	Non-Functional	Usability	Ability to support multiple input methods based on user device and preference	Mandatory
1480	Non-Functional	Usability	Ability for UCMS to have online help functions assisting users with standard solution usage and functionality	Mandatory
1490	Non-Functional	Usability	Ability for the solution to associate jurisdictional definitions when a user hovers over specific text or areas on a screen	Optional
1500	Non-Functional	Usability	Ability to inform users of “What’s New” (revisions, additions, deletions) when accessing documentation that has been updated	Optional
1510	Non-Functional	Usability	Ability for a user to use a type-ahead feature for drop-down lists	Optional
1520	Non-Functional	Usability	Ability for a user to perform searches using individual or multiple fields	Mandatory
1530	Non-Functional	Usability	Ability to use wild cards and designate whether partial matches are acceptable or not	Optional
1540	Non-Functional	Usability	Ability to search UCMS data and documents using keywords, wild cards, and Boolean operands (and, or, not)	Optional
1550	Non-Functional	Usability	Ability for a user to sort search results	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1560	Non-Functional	Usability	Ability for a user to refine search results to filter down to the wanted results	Optional
1570	Non-Functional	Usability	Ability for a user to abort a search	Mandatory
1580	Non-Functional	Usability	Ability to use standard word processing capabilities in free-form text fields	Mandatory
1590	Non-Functional	Usability	Ability to highlight fields which must be completed and prevent users from proceeding to the next screen until valid information is entered	Mandatory
1600	Non-Functional	Usability	Ability to automatically display additional fields based on entered data	Mandatory
1610	Non-Functional	Usability	Ability to prevent errors or repetitive requests from inadvertent multiple clicks by a user	Optional
1620	Non-Functional	Usability	Ability to highlight errors and prompt user for correction	Mandatory
1630	Non-Functional	Usability	Ability to display visual indicators to denote that a transaction is in progress	Optional
1640	Non-Functional	Usability	Ability to display visual indicators to denote that a transaction is complete	Optional
1650	Non-Functional	Usability	Ability for the solution to dynamically adapt screens to reflect the functions and features consistent with the user's rights and privileges	Mandatory
1660	Non-Functional	Usability	Ability to open new windows without blocking the functions needed when that window is open	Optional
1670	Non-Functional	Usability	Ability for UCMS to place common information in a consistent location on each screen	Optional
1680	Non-Functional	Usability	Ability to use a single convention(s) for common data types across screens	Mandatory
1690	Non-Functional	Usability	Ability for individual users to customize or adapt the display windows to best suit their preferences and screen sizes	Optional
1700	Non-Functional	Usability	Ability to restore a user's display based on their previous login session	Optional

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1710	Non-Functional	Usability	Ability to alert the user to a large result set with a prompt to continue or end	Mandatory
1720	Non-Functional	Usability	Ability to set parameters which limit searches	Mandatory
1740	Non-Functional	Usability	Ability to view documents attached to a case file in a variety of file formats	Mandatory
1750	Non-Functional	Usability	Ability to configure menus and toolbars that provide quick access to common and frequently used functions	Mandatory
1760	Non-Functional	Usability	Ability for help functions to be consistent with industry-standards for online help structures	Mandatory
1770	Non-Functional	Usability	Ability to configure global context sensitive help and custom help menu	Mandatory
1780	Non-Functional	Usability	Ability for users to customize toolbar(s) and include only those items which they want to display	Optional
1790	Non-Functional	Usability	Ability to provide workflow-based metrics based on user-defined business rules to be used as Key Performance Indicators	Optional
1800	Non-Functional	Usability	Ability to provide workflow-based metrics based on user-defined business rules to be used as Key Performance Indicators	Optional
1810	Non-Functional	Usability	Ability to create ad-hoc queries and reports based on user-defined criteria	Mandatory
1820	Non-Functional	Usability	Ability to download ad-hoc query result sets from UCMS to a variety of formats	Mandatory
1830	Non-Functional	Usability	Ability to generate ad-hoc reports based for a specific resource(s)	Mandatory
1840	Non-Functional	Usability	Ability to produce a report that provides a summary of updated information and includes when changes are made after the date of the original transaction	Mandatory
1850	Non-Functional	Usability	Ability to monitor and track due dates/future requirements of a case record	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
1860	Non-Functional	Usability	Ability to query case records with pending due dates and automatically create workflow queue entries for those items to be processed	Mandatory
1870	Non-Functional	Usability	Ability to route tasks from one workflow to different workflow queues	Optional
1880	Non-Functional	Usability	Ability to include comments when routing documents or case records to different workflow queues	Optional
1890	Non-Functional	Usability	Ability to create custom query parameters that can be saved for future use	Optional
1900	Non-Functional	Reporting	Ability to generate reports using code look-up values in effect as of the date of the event(s) included in the report	Mandatory
1910	Non-Functional	Reporting	Ability to access all data in the UCMS database repository for reporting and query purposes	Mandatory
1920	Non-Functional	Reporting	Ability to provide a data dictionary that describes and maintains information on each data element to assist with functions such as reporting	Mandatory
1930	Non-Functional	Reporting	Ability to provide an Entity Relationship Diagram (ERD) that allows OCA to understand the system's underlying data tables and relationships for internal use	Optional
1940	Non-Functional	Maintain Statutes and Codes	Ability to add configuration to non-system code tables within the system	Mandatory
1950	Non-Functional	Maintain Statutes and Codes	Ability to add configuration to non-system code tables within the system	Mandatory
1970	Non-Functional	Maintain Statutes and Codes	Ability to add configuration to non-system code tables within the system	Mandatory
1980	Non-Functional	Maintain Statutes and Codes	Ability to assign a date range for which a given code value is to be in effect in UCMS	Mandatory
1990	Non-Functional	Maintain Statutes and Codes	Ability for configuration codes to automatically begin and discontinue based on configured dates	Mandatory

ID	Level 0 Capability	Level 1 Capability	Requirement	Priority
2000	Non-Functional	Maintain Statutes and Codes	Ability to designate roles/users to maintain configuration for their specific Court	Mandatory
2010	Non-Functional	Maintain Statutes and Codes	Ability to determine what tables a role/user is able to maintain	Mandatory
2030	Non-Functional	Maintain Statutes and Codes	Ability to maintain configurable financial codes in the system	Mandatory
2040	Non-Functional	Maintain Statutes and Codes	Ability to associate configurable business rules with financial codes to allow financial obligations to be applied to a case automatically	Mandatory
2050	Non-Functional	Maintain Statutes and Codes	Ability to manually associate financial codes to allow financial obligations to be applied to a case	Mandatory
2060	Non-Functional	Maintain Statutes and Codes	Ability to configure a business rule in the solution that determines how many times a fee can be applied to a case	Mandatory
2080	Non-Functional	Maintain Statutes and Codes	Ability to configure business rules related to prioritization of fees	Mandatory
2090	Non-Functional	Maintain Statutes and Codes	Ability to configure a percentage allocation for fees so that when a payment is applied to the case, funds are distributed across fees based on a percentage	Mandatory
2100	Non-Functional	Maintain Statutes and Codes	Ability to automatically assess fees once a specific action is added to the case record according to business rules that are configurable in the solution	Mandatory
2110	Non-Functional	Maintain Statutes and Codes	Ability to configure the date a financial assessment should be based on according to business rules configurable in the solution	Mandatory



Exhibit 3 – Service Level Agreement Master Services Agreement

OCA Contract No. 212210180

Between

Texas Office of Court Administration (OCA)

and

Contractor

Service Level Agreement

1. Overview

This Service Level Agreement (the “**SLA**”) describes the provision of Services in a production environment by the Contractor. The Service Level Requirements (“**SLRs**”), attached hereto as **Attachment 3-1**, identify key performance measures that will be used to evaluate the Contractor’s delivery of the Services in a production environment.

Service Level Reimbursements, to be issued in the form of a credit, have been defined to encourage the consistent and timely delivery of Services and value to OCA and are intended to reimburse OCA for the value of diminished Services delivered and provide an incentive for the Contractor to achieve the stated SLR objectives. They are not intended to be penalties nor compensate OCA for damages.

This document describes the following:

- SLR performance measures and reporting expectations;
- Process to change or establish new SLR performance measures and/or SLRs; and
- Circumstances under which the Contractor will be required to issue credits for failure to achieve SLR performance targets.

2. Definitions

2.1 Defined Terms

For those terms not otherwise defined in this SLA, such terms shall have the definitions set forth in **Exhibit 1** of the Master Services Agreement (the “**Agreement**”). Consistent with the Agreement, in the event of a conflict between the terms and conditions of this SLA and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Term	Definition
Attainment	The percentage of time Contractor’s Software is available during a “Measurement Period”. Attainment equals Service Availability less Downtime divided by Service Availability.
Authorized User	Means, unless otherwise indicated, all Clerks, Clerk’s staff, and Judicial Officers, and any individual, system or entity authorized to access or use the Services provided by Contractor under the Agreement.

Term	Definition
Client Error Incident	Any service unavailability resulting from OCA's or Authorized Users' misuse of applications, content, failure to meet minimum equipment requirements, malfunction of OCA's or Authorized Users' applications or equipment, or the acts or omissions of any of OCA's or Authorized Users' third-party providers over whom Contractor exercises no control.
Defect	A failure of Contractor's Software to conform to the functional descriptions set forth in Contractor's written proposal to OCA, or their functional equivalent. Future updates, modifications or enhancements shall meet or exceed the functional requirements set forth in the written proposal.
Defect Level 1	A Documented Defect that causes: (a) complete application failure or application unavailability (b) application failure or unavailability in one or more of Authorized Users' locations or (c) systemic loss of multiple essential system functions.
Defect Level 2	A Documented Defect that causes: (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.
Defect Level 3	A Level 1 Defect with an existing circumvention procedure, or a Level 2 Defect that affects only one user or for which there is an existing circumvention procedure.
Defect Level 4	A Documented Defect that causes failure of non-essential functionality or a cosmetic or other documented Defect that does not qualify as any other level of defect.
Documented Defect	A Defect submitted in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that the Contractor may reasonably request. Authorized User shall deliver such information to the Contractor concurrently with notification to the Contractor of a Defect. All reasonable efforts must be used to eliminate any non-application related issues prior to notification to the Contractor of such Defect, including, but not limited to, issues related to the network, user training, extensions produced by Authorized Users, and data

Term	Definition
	<p>problems not caused by the system.</p> <p>Contractor will classify such Defect in accordance with the defect levels 1-4 set forth above. The Documented Defect will be considered a Defect at the time it is confirmed by Contractor; provided, however, Contractor shall not unreasonably delay confirmation of a Defect, including its classification.</p>
Downtime	Those minutes during Service Availability when all Authorized Users cannot launch, login, search or save primary data within Contractor's Software. Downtime does not include those instances in which only a Defect is present.
Emergency Maintenance	Maintenance that is required to patch a critical security vulnerability; or maintenance that is required to prevent an imminent outage of Service Availability; provided, however, in each case Contractor shall notify OCA in the event such emergency maintenance exceeds or is reasonably expected to exceed two (2) hours.
Failure, SLA Failure, Critical SLR Failure	Means the failure to meet, achieve, or attain the designated performance target for a specified SLR or a Critical SLR for the applicable Measurement Period.
Problem	Means any material problem (excluding a Defect Level 2 – 4 set forth in the Service Level Requirements) including any (i) Security Incident, (ii) failure to deliver any Services, (iii) failure to deliver any Service Levels, (iv) situation that has negatively impacted the maintenance of Clerk's Office internal controls or compliance with OCA's or Clerk's Office physical or information security, operations, and any policies, procedures, or Services described in the Agreement, the Statement of Work, or work authorization, or Applicable Laws; or (v) situation that has had or which Contractor knows will have any adverse impact on the Services.
Scheduled Downtime	Downtime that occurs during Standard Maintenance or Emergency Maintenance window.
Service Availability	The total number of minutes in a calendar quarter that Contractor's Software is receiving, processing, and responding to requests, excluding Scheduled Downtime, Client Error Incidents and Force Majeure.
Standard Maintenance	Routine maintenance to Contractor's Software and infrastructure is scheduled Sundays between the hours of 6:00 a.m. and 10:00 a.m. Central Time. In the event that such routine maintenance will result in Downtime, Contractor will give OCA at least five (5)

Term	Definition
	Business Days advance notice of all scheduled outages. Routine maintenance occurs no more frequently than twice per week, provided that if OCA agrees to a longer outage or for an outage scheduled beyond the hours set forth above, then such outage will be deemed "Standard Maintenance".
Support Availability	Means Contractor support is available during 7 AM to 7 PM (Monday – Friday) Central Time. There will be no support coverage on the following days: New Year's Day, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day, and Labor Day.

2.2 Measurement Period

If the "Measurement Period" is designated as "monthly," it shall mean the period commencing 12:00 a.m. on the first day of each month and ending 12:00 a.m. on the first day of the following month; if the "Measurement Period" is designated as "quarterly," it shall mean the period commencing 12:00 a.m. on the first day of each quarter and ending 12:00 a.m. on the first day of the following quarter, and if the "Measurement Period" is designated as "annually," it shall mean the period commencing 12:00 a.m. on the first day of each fiscal year and ending 12:00 a.m. on the first day of the following fiscal year.

2.3 Service Level Exceptions

In addition to Scheduled Downtime and Client Error Incidents, the Contractor shall not be responsible for a failure to meet any SLR to the extent that such failure is directly caused by any of the following:

- Service outages and missed SLRs due to system components owned or controlled by OCA or a Clerk's Office.
- Service outages and missed SLRs due to system components owned or controlled by third-party contractors other than subcontractors engaged by Contractor. The Contractor will conduct a Root Cause Analysis to determine reasons for outages.
- Willful misconduct or violations of law by OCA or third-party contractors, other than subcontractors engaged by Contractor.
- Service or resource reductions requested or approved by OCA and agreed to by the parties through a Change Request; provided that, as part of such process, the Contractor has previously notified OCA in writing that the implementation of such Change Request would result in such failure to meet the SLR.

2.4 Changed Service Level Requirements

The parties may agree to add or otherwise make changes to the SLR. Any such changes shall be made by mutual written agreement.

At OCA's request, the Contractor will provide to OCA the performance data recorded by the Contractor in connection with the Services for the purpose of informing OCA regarding the implementation of any such changes.

3. Service Level Monitoring and Measurement

The Contractor will continuously monitor the Uniform Case Management solution and the Services in order to identify, report, and correct SLR Failures and to ensure that the Contractor is meeting or exceeding the SLRs as required herein.

3.1 Measurement Reporting

The Contractor will provide reports to OCA regarding their compliance with the SLRs.

The Contractor will measure all data reasonably required by OCA to determine the Contractor's performance of the measured Services against the applicable SLRs. Without limiting the foregoing, the Contractor will keep complete and accurate logs of all such data for no less than six months from the availability of the applicable report.

The Contractor will provide OCA with a Web-based dashboard that will display the operational status of the Uniform Case Management solution.

On or before the 15th calendar day of each calendar month or as otherwise requested by OCA, Contractor will deliver a performance measurement Report to OCA containing:

- For each measured SLR and with respect to the immediately preceding calendar month, all data relating to the provision of the Service during the applicable month;
- For each measured SLR during the immediately preceding calendar month, details of the Contractor's performance as measured against the SLRs for such Service during the applicable month;
- Details of any Scheduled Downtime which the Contractor believes has impacted the measured Services during the applicable month; and
- Any other information reasonably requested by OCA from time to time.

For any SLRs with a measurement period of longer than a month, the provision of the second item listed above shall apply for the calendar month on which the final date of the measurement period for such SLR falls.

Upon OCA's request, the Contractor will provide OCA data and details for measured SLRs in an OCA approved form and format containing:

- All data relating to the provision of the measured SLR during the applicable day;
- Details of the Contractor's performance as measured against the SLRs during the applicable day;
- Details of any measured SLRs that were supposed to be performed during the applicable day that were not fully performed as required; and
- Details of any measured SLRs that were supposed to have been performed during a previous day but were not fully performed as required on that day, and the status of such measured Services.

In generating data for reports provided by the Contractor, the Contractor will use, for each SLR, the measurement tools and methodologies needed to adequately measure each Service Level, or such other means as reasonably required by OCA to confirm the Contractor's compliance with the SLRs.

Contractor will provide OCA with access to an online portal to view all support incidents for Authorized Users.

4. Service Problem Analysis

4.1 Notification of Problems

Except to the extent that this provision conflicts with **Attachment 3-1** (Service Level Requirements), if Contractor becomes aware of any Problem, Contractor will: (i) provide OCA with prompt notice of such Problem (no later than two (2) days after discovery); (ii) provide OCA with a complete description of the Problem, including its expected impact; and (iii) meet with OCA (no later than four (4) days after discovery) to formulate and implement an action plan to minimize or eliminate the impact of such Problem.

4.2 Corrective Action Plan

If either Party reasonably determines that a Problem has or is likely to occur, such Party shall promptly (no later than two (2) days) notify the other Party of such Problem (a "CAP Notice"). Concurrent with delivery or receipt of such CAP Notice, as applicable, Contractor shall: (A)(i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon OCA's approval, correct the Problem as soon as practicable, (iii) continuously, and when requested by OCA, advise OCA of the progress and status of remedial efforts being undertaken with respect to such Problem, and (iv) demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the immediate failure; (B) promptly upon resolution of the Problem (and in any event, within five (5) days after resolution of the Problem) perform a Root Cause Analysis; (C) report to OCA on the nature and scope of the

Problems identified; and (D) prepare a Corrective Action Plan to correct the source of the Problems and take all actions necessary to prevent recurrence. Contractor shall commit all additional resources necessary to resolve and prevent Problems under the Corrective Action Plan. Following delivery of a Corrective Action Plan and Acceptance of such Corrective Action Plan by OCA, Contractor shall, within the timeline set forth in the Corrective Action Plan, promptly correct the source of the Problems in accordance with the Corrective Action Plan, advise OCA of the progress of correction efforts at stages determined by OCA, and demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the failure.

5. Performance Reimbursement

Critical SLRs and Monitored SLRs set forth in this SLA identify key performance measures that will be used to evaluate the Contractor's delivery of the Services.

Contractor shall reimburse OCA for failure to achieve any Critical SLR as set forth under this **Section 5**. Monitored SLRs are not subject to Service Level Reimbursements but are monitored against key performance indicators (KPIs) for continuous improvement purposes.

OCA has designated Critical SLRs as set forth in **Attachment 3-1**. If Contractor fails to achieve the performance target of any Monitored SLRs in any two out of four rolling Measurement Periods, then upon OCA's notice to Contractor, such Monitored SLR shall become a Critical SLR and shall remain a Critical SLR until the Contractor has achieved the Performance Targets for such SLR for two consecutive measurement periods, then such Critical SLR shall automatically revert to a Monitored SLR. Regardless of SLR identification (Critical SLR or Monitored SLR), the Contractor shall perform a Root Cause Analysis for any failure to attain an SLR. The Root Cause Analysis will include actions and target completion dates to prevent recurrence of the failure.

OCA expects continuous improvement in the Contractor's provision of the Services. By mutual written agreement, new SLRs may be added to replace or augment existing SLRs with the objective of reflecting changing or new requirements and improvements. Where appropriate, OCA expects to review SLRs at least each Contract Year and OCA and Contractor may adjust the SLRs as needed. OCA and the Contractor acknowledge that Critical SLRs have been set to meet OCA's minimum business requirements, and subject to Service Level Reimbursements when a Critical SLR is missed as follows:

Except as specified in a Critical SLR included in **Attachment 3-1**, for each Critical SLR Failure during the same Measurement Period, 2.5% of the quarterly Charges, except for those SLRs with monthly Measurement Periods in which case the credit would be 2.5% of the monthly Charges, will be reimbursed to OCA as Service Level Reimbursements on the next invoice. The maximum amount of Service Level Reimbursement in any Contract Year shall not exceed 18% of the Charges applicable to such Contract Year.

Service Level Requirements

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Contractor's delivery of the Services. The overriding goal in developing SLRs is to support OCA's desire to manage the Contractor's Services by monitoring and measuring performance against OCA's defined SLRs. In no event, unless mutually agreed, will the SLRs or the Service Level Reimbursements set forth in **Exhibit 3: Service Level Agreement** be reduced below the levels at which they are set on the Effective Date of the Agreement.

The SLR component definitions are included in the table below.

SLR Component Definitions

SLR Component	Definition
Critical or Monitored	Identification if the SLR is either Critical or Monitored.
Formula	Description of the mathematical formula used to measure the delivery of a Service against the service-level metric.
Measurement Period	Time during which an SLR is to be measured to determine whether the Contractor has exceeded, met, or not met the target SLR. For each SLR, the Measurement Period shall commence upon the first day of the first month after the go-live of the Early Adopter Clerk's Office, as such event is described in the Statement of Work.
Performance Metric	Service-level performance metric for the work that the Agreement requires the Contractor to perform.
Performance Target	Measurement of the work that the Agreement requires the Contractor to perform, generally expressed as a percentage.
Reporting Period	Period of reporting that the Contractor measures the target SLR.
Service Measure	The specific type of service that is measured (e.g., schedule adherence, time to resolve, time to report, availability of system).
SLR Name	The specific service level requirement that is measured.
SLR Tower	The specific service tower that is measured (e.g., cross-functional, service desk, SaaS).
SLR Type	The specific service type that is measured (e.g., reporting, incident resolution time, Root Cause Analysis, response time, availability, recovery time objective, recovery point objective, disaster recovery, downtime, documentation).

Exhibit 3, Attachment 3-1
 OCA Contract No. 212210180

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-1	Cross Functional	Reporting	Reporting	Schedule Adherence	Provision of reports within the defined timelines in the Agreement	100%	[Number of agreed actions that are completed within the target dates] + [The total number of agreed actions in the Measurement Period] X 100%	Monthly	Monthly	Monitored
SLR-2	Cross Functional	Incident Resolution Time	Resolution	Time to Resolve, excluding any amount of time Contractor is waiting on either a response or an action item from an Authorized User or OCA	Defect Level 1: ≤ 8 business hours Defect Level 2: ≤ 5 business days Defect Level 3: next published maintenance update or service pack within the quarter Defect Level 4: available in a future version release	Defect Level 1: ≤ 8 business hours 95% of the time Defect Level 2: ≤ 5 business days 95% of the time Defect Level 3: next published maintenance update or service pack within the quarter 95% of the time Defect Level 4: available in a future version release 95% of the time	[Number of defects resolved within the applicable time specified in the performance metric] + [The total number of defects in the Measurement Period] X 100%	Monthly	Monthly	Defect Levels 1 and 2 - Critical Defect Levels 3 and 4 - Monitored
SLR-3	Service Desk	Customer Satisfaction	Customer Satisfaction	Customer Satisfaction	At or above the Industry Standard for Help Desk International (HDI) Survey Results	86%	Contractor's satisfaction results divided by 5 (based on a 5/5 score)	Monthly	Monthly	Monitored
SLR-4	SaaS	Availability	Uptime/Availability	Availability of Uniform Case Management System	Sun-Sat, 0000-2400	99.49%-98.50% Attainment = 2% credit of quarterly Charges 98.49%-97.50% Attainment = 4% credit of quarterly Charges 97.49%-96.50% Attainment = 6% credit of quarterly Charges 96.49%-95.50% Attainment = 8% credit of quarterly Charges <95.50% Attainment = 10% credit of quarterly Charges	Attainment of Uniform Case Management System	Quarterly	Quarterly	Critical

Exhibit 3, Attachment 3-1
OCA Contract No. 212210180

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-5	SaaS	Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	Recovery Time and Data Recovery	Recovery Time and Recovery Point	≤8 business hours Recovery Time with ≤2 business hours of data loss	[Number of instances within Performance Target] + [Total number of instances during Measurement Period] X 100%	Designated recovery period following a disaster	Periodically throughout the recovery period	Critical
SLR-6	Cross Functional	Incident Response Time	Time to Notify OCA of Defect Levels 1 and 2	Time to Respond based on Contractor's reasonable judgment that a Defect Level 1 or 2 exists	Incident Response: Defect Levels 1 and 2: within two business hours	95%	[Number of Incidents responded to within time limits set by Performance Metric] + [The total number of Incidents in the measurement period] X 100%	Monthly	Monthly	Critical
SLR-7	Cross Functional	Incident Response Time	Time to Notify Authorized Users of Defect Levels 1 and 2	Time to Notify based on Contractor's reasonable judgment that a Defect Level 1 or 2 exists	<u>During Business Hours:</u> Defect Level 1 - within 1 business hour Defect Level 2 - within 4 business hours <u>Outside Business Hours:</u> By 9 am Central time on the next business day	98%	[Number of incidents within Performance Metric] + [Total number of incidents during Measurement Period] x 100%	Monthly	Monthly	Critical
SLR-8	Service Desk	Response Time	Speed to Answer	Phone Response Time	≤1 minute	80%	[Number of phone calls to the Service Desk during the Measurement Period that are answered by a Service Agent within the Performance Metric] + [total number of phone calls to the Service Desk during the Measurement Period] x 100%	Monthly	Monthly	Monitored
SLR-9	Service Desk	Response Time	Call Abandonment Rate	Phone Response Time	≤15%	95%	[Number of phone calls to the Service Desk during that Measurement Period that are abandoned from the queue before being answered by a Service Desk agent and wait time is more than 30 seconds in duration] + [Total number of phone calls that entered the queue during the Measurement Period and wait time is more than 30 seconds in duration] x 100%	Monthly	Monthly	Monitored
SLR-10	Service Desk	Response Time	Response Rate	Response Time	Defect Level 1: ≤ 1 business hour from receipt of support incident (must report Defect by phone to service desk) Defect Level 2: ≤ 4 business	95%	Incident response rate: [Number of incidents received and responded to within the Performance Metric during the Measurement Period] + [Total number of incidents received	Monthly	Monthly	Defect Levels 1, 2, 3 and 4 - Monitored

Exhibit 3, Attachment 3-1
 OCA Contract No. 212210180

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
					hours from receipt of support incident Defect Level 3: ≤ 1 business day from receipt of support incident Defect Level 4: ≤ 2 business days from receipt of support incident		during the Measurement Period] x 100%			
SLR-11	Service Desk	Response Time	Incident Closure Notice (via e-mail and/or phone)	Elapsed Time after service restoration	<60 minutes following Incident Resolution	95%	[Number of Incidents Resolved and service requests completed during the Measurement Period for which a closure notice was provided to the User within the Performance Metric] + [Total number of Incidents Resolved and service requests completed during the Measurement Period] x 100%	Monthly	Monthly	Monitored
SLR-12	SaaS	Annual Disaster Recovery (DR) Test	Annual Disaster Recovery (DR) Test	Annual DR Test	Up to two DR tests completed per year based on mutually agreed upon timeline by the Contractor and OCA. DR test results made available to OCA and accepted by OCA in accordance with the criteria agreed upon by the Contractor and OCA prior to execution of each test.	100%	[Number of test results accepted by OCA] + [Total number of instances during Measurement Period]	Semi-Annual or Annual, as applicable, based on number of tests performed	Semi-Annual or Annual, as applicable, based on number of tests performed	Monitored
SLR-13	SaaS	Scheduled Downtime	Scheduled Downtime	Availability per location	≤10 hours down time per week	100%	[Number of hours of Scheduled Downtime]	Monthly	Quarterly	Monitored
SLR-14	SaaS	Release Documentation	Release Documentation	Documentation received by OCA within agreed time prior to Release date	Delivery of documentation within an agreed upon timeframe	100%	[Number of documentation releases within agreed timing] + [Total number of documentation releases during Measurement Period] X 100%	Monthly	Monthly	Monitored



Exhibit 4 - Pricing and Financial Provisions Master Services Agreement

OCA Contract No. 212210180

Between

Texas Office of Court Administration (OCA)

and

Contractor

Pricing and Financial Provisions

1.0 Implementation

Contractor will invoice OCA at the completion and acceptance of the deliverables below:

Deliverable	Number of Implementations			
	1 (Early Adopter)	2	3-11	12 and greater
1. Project Initiation	\$876,272	\$13,433	\$12,761	\$12,090
2. Requirements Validation	\$11,214	\$3,556	\$3,378	\$3,200
3. Solution Design	\$42,884	\$7,463	\$7,090	\$6,717
4. Development and Configuration	\$113,173	\$18,487	\$17,563	\$16,638
5. Testing	\$14,387	\$970	\$922	\$873
6. Training and Knowledge Transfer	\$38,281	\$12,914	\$12,314	\$11,714
7. Deployment and Go-Live	\$45,227	\$16,738	\$15,342	\$12,453
8. Production Transition	\$23,317	\$2,218	\$2,107	\$1,996

The invoice amounts listed above for Implementation 1 Deliverables (Project Initiation – Early Adopter) include all hosting and support services for the first year regardless of the number of additional Clerk’s Offices in a county that has a population of up to 50,000 implemented during that year. Fees for any Hosting Services following the first year shall be included in the invoice amount listed in Section 3.0 below.

2.0 Production Services

Contractor will invoice OCA for Production Services performed in the prior Fiscal Quarter. The fee for Production Services for the first participating Clerk’s Office is included in the Implementation fees in Section 1.0 above and the Hosting Services fees in Section 3.0 below. For all subsequent participating Clerk’s Offices, the first payment becomes due 180 days following the completion of the Project Initiation deliverable and subsequent payments are due every quarter thereafter.

Deliverable	Quarterly Cost for each Clerk’s Office						
	1-2 participating Clerk’s Offices	3-5 participating Clerk’s Offices (5% discount)	6-8 participating Clerk’s Offices (10% discount)	9-11 participating Clerk’s Offices (15% discount)	12-24 participating Clerk’s Offices (20% discount)	25-49 participating Clerk’s Offices (35% discount)	50 or more participating Clerk’s Offices (45% discount)
Production Services - pop. < 20,000	\$11,193	\$10,633	\$10,074	\$9,514	\$8,954	\$7,275	\$6,156
Production Services - pop. 20,001-30,000	\$16,144	\$15,337	\$14,529	\$13,722	\$12,915	\$10,493	\$8,879
Production Services - pop. 30,001-50,000	\$20,772	\$19,733	\$18,694	\$17,656	\$16,617	\$13,502	\$11,424

The amounts set forth above are applicable to all Clerk’s Offices in a county with a population of up to 50,000 receiving Production Services. For the first 24 participating Clerk’s Offices who receive Production Services, the greatest discount rate achieved, based on the number of participating Clerk’s Offices, shall be applied uniformly to all participating Clerk’s Offices. For any additional Clerk’s Offices who receive Production Services, only those additional participating Clerk’s Offices will obtain a greater discount rate, if applicable. The total amount invoiced for Production Services shall be the greater of (a) the invoice for

the previous Fiscal Quarter or (b) the amount calculated with the appropriate discount rate applied. To calculate the total quarterly costs for Production Services following Year 1, take the total number of participating Clerk's Offices as of the last day of the Fiscal Quarter multiplied by the Production Services rate above (e.g., if you have 10 participating Clerk's Offices with a population <20,000, then the total quarterly amount will be \$95,140). Production Services will be prorated based on the number of months that the Clerk's Office receives Production Services. For avoidance of doubt, discounts shall not be applied to previously paid invoices.

2.1. Renewal Terms

In the event that OCA elects to enter into a Renewal Term, Production Services fees will increase at a rate of 5% per year.

3.0 Hosting

Contractor will invoice OCA on a quarterly basis for Hosting Services, in the amount set forth below, beginning one year following the Project Initiation date and each quarter thereafter. Prior to September 1, 2023, OCA may elect to exercise an option to pre-pay for specified Hosting Services in exchange for a 1.5% discount.

Deliverable	Amount
Hosting Services	\$194,883

In the event that OCA elects to enter into a Renewal Term, fees for Hosting Services will increase at a rate of 5% per year.

4.0 Optional Data Migration

In the event that a Clerk's Office in a county with a population of up to 50,000 elects to perform a data migration from a single, existing, operational case management system, Contractor will invoice the Clerk's Office under a separate agreement not to exceed the following amount.

Deliverable	Amount
Data Migration	\$224,925

5.0 Optional Counties with a population of 20,001 – 50,000

In the event that OCA elects to provide Services to Clerk's Offices in counties with a population of 20,001 – 50,000, Contractor will invoice OCA in the following amounts at the completion and acceptance of the Deliverables below:

Deliverable	Each Implementation
1. Project Initiation	\$49,597
2. Requirements Validation	\$13,129
3. Solution Design	\$26,083
4. Development and Configuration	\$89,346
5. Testing	\$3,404
6. Training and Knowledge Transfer	\$34,711
7. Deployment and Go-Live	\$19,450
8. Production Transition	\$7,780

In the event that a Clerk's Office elects to perform a data migration from a single, existing, operational case management system, Contractor will invoice the Clerk's Office under a separate agreement not to exceed the following amount.

Deliverable	Amount
Data Migration	\$224,925

6.0 Optional Counties with a population greater than 50,000

In the event that OCA elects to provide Services to counties with a population greater than 50,000, Contractor will negotiate in good faith with OCA to determine appropriate pricing for Implementation Services, Optional Data Migration, Production Services, and Hosting Services fees for such counties.